



**BOARD OF COMMISSIONERS MEETING
of the
PORT OF PALM BEACH DISTRICT**

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN THREE (3) DAYS PRIOR TO ANY PROCEEDING, CONTACT THIS OFFICE, ONE EAST 11TH STREET, SUITE 600, RIVIERA BEACH, FLORIDA 33404 - 6921 (561-842-4201).

**Regular Board of Commissioners Meeting
4:00 p.m.
Thursday, June 14, 2018**

One East 11th Street – 6th Floor
Riviera Beach, Florida 33404-6921

- THIS MEETING IS OPEN TO THE PUBLIC -

Chair Jean L. Enright
Vice-Chair Peyton W. McArthur
Secretary/Treasurer Katherine M. Waldron
Commissioner Blair J. Ciklin
Commissioner Wayne M. Richards
Executive Director Manuel Almira
Port Attorney Gregory C. Piken

I. REGULAR BOARD OF COMMISSIONERS MEETING

CIVILITY AND DECORUM: The Port of Palm Beach is committed to civility and decorum by its officials, employees and members of the public who attend this meeting.

- Officials shall be recognized by the Chair and shall not interrupt a speaker.
- Public comment shall be addressed to the Board of Commissioners as a whole and not to any individual on the dais or in the audience.
- Displays of anger, rudeness, lack of respect, obscene or vulgar conduct shall not be permitted.
- The audience is expected to be respectful of others when they are addressing the Board of Commissioners.

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF THE MINUTES

Documents:

[APPROVAL OF MINUTES.PDF](#)
[5-2-18 SPECIAL MEETING MINUTES.PDF](#)
[5-10-18 REGULAR MEETING MINUTES.PDF](#)
[5-16-18 REGULAR MEETING MINUTES.PDF](#)
[5-23-18 REGULAR MEETING MINUTES.PDF](#)

D. ADDITIONS, DELETIONS, PRESENTATIONS, ANNOUNCEMENTS

Certificate of Recognition – Customs and Border Patrol Officers

Federal Employee of the Year Awards:

Marco Cruz-Velez

Deirdre Leigh

E. CONSENT AGENDA

Documents:

[E CONSENT AGENDA.PDF](#)

E.1. Financial Statements For April 2018

Documents:

[E-1 FIN STATEMENTS.PDF](#)

E.2. Financial Reports For April 2018

Documents:

[E-2 FINANCIAL REPORTS.PDF](#)

E.3. Cash And Investments For April 2018

Documents:

[E-3 CASH AND INVESTMENTS.PDF](#)

E.4. Accountant's Report For April 2018

Documents:

[E-4 ACCOUNTANTS REPORT.PDF](#)

E.5. Contract Renewals

Documents:

[E-5 CONTRACT RENEWALS.PDF](#)

E.6. Contract Report

Documents:

[E-6 CONTRACT REP.PDF](#)

E.7. Business Development

Documents:

[E-7 BUSINESS DEVELOPMENT.PDF](#)

E.8. Public Relations & Marketing

Documents:

[E-8 PUBLIC RELATIONS AND MARKETING.PDF](#)

E.9. Community Grants

Documents:

[E-9 COMMUNITY GRANTS.PDF](#)

E.10. RFP Cleaning Service – Award Of Contract

Documents:

[E-10 RFP.PDF](#)

E.11. Approval Of Hurricane Waterside Survey Contract

Documents:

[E-11 HURRICANE WATERSIDE.PDF](#)

F. DISTRICT REPORTS

F.1. Executive Director's Report

Documents:

[F-1 EXEC DIRECTORS REPORT.PDF](#)

F.2. Engineering Report

Documents:

[F-2 ENGINEERING REP.PDF](#)

F.3. Governmental Affairs Report

Documents:

[F-3 GOVERNMENTAL REPORT.PDF](#)

F.4. Commissioner Report

Documents:

[F-4 COMMISSION REPORT.PDF](#)

G. OLD BUSINESS

G.1. Peanut Island Update

Documents:

[G-1 PEANUT ISLAND.PDF](#)

G.2. Request To Award Construction Related Contracts

Documents:

[G-2 REQUEST TO AWARD.PDF](#)

G.3. Consideration Of Budget Reforecast

Documents:

[G-3 REFORECAST.PDF](#)

G.4. Approval Of Banking Services Negotiation

Documents:

[G-4 BANKING SERVICES.PDF](#)

G.5. Approval Of Contract – Track Repair Service Provider

Documents:

[G-5 TRACK REPAIR.PDF](#)

G.6. Authorization To Advertise A Request For Qualifications For Berth 1 Bulkhead Replacement

Documents:

[G-6 REQ FOR QUALIFICATION.PDF](#)

H. NEW BUSINESS

H.1. Consideration Of 2018 Tax Resolution No. 2018-03

Documents:

[H-1 TAX RESOLUTION.PDF](#)

H.2. Approval Of Term Sheet For SSI LUBRICANTS, LLC MOC Lease

Documents:

[H-2 SSI TERM SHEET.PDF](#)

H.3. Selection Of Provider - Structural Engineering Services

Documents:

[H-3 STRUCTURAL ENGINEERING SERVICES.PDF](#)

H.4. Discussion Of Legal Services Agreement - Gary, Dytrych & Ryan

Documents:

[H-4 LEGAL SERVICES.PDF](#)

H.5. Discussion Of Public Policy Consulting Services - Akerman Senterfitt

Documents:

[H-5 PUBLIC POLICY CONSULTING SRVCS.PDF](#)

I. COMMENTS FROM THE PUBLIC

J. COMMENTS FROM THE BOARD OF COMMISSIONERS

K. SET NEXT MEETING DATE

Regular Board of Commissioners Meeting – Thursday, July 19, 2018 – 4:00
p.m.

L. ADJOURNMENT

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**APPROVAL OF MINUTES
ITEM C**

PREPARED BY: Venice Howard District Clerk/Records Administrator June 14, 2018

SUBJECT: Approval of the Minutes

BACKGROUND INFORMATION: The minutes of the following public meetings are attached for your review:

*May 2, 2018 Special Board of Commissioners Meeting
May 10, 2018 Regular Board of Commissioners Meeting
May 16, 2018 Regular Board of Commissioners Meeting
May 23, 2018 Regular Board of Commissioners Meeting*

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: N/A

RECOMMENDATION: The Board of Commissioners is respectfully requested to review, advise staff of any necessary changes and approve the minutes of the May 2, 2018 Special Board of Commissioners Meeting, the May 10, 2018 Regular Board of Commissioners Meeting, the May 16, 2018 Regular Board of Commissioners Meeting and the Regular Commission Meeting of May 23, 2018.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

BOARD OF COMMISSIONERS
PORT OF PALM BEACH DISTRICT
Special Board Meeting

- - -

Wednesday, May 2, 2018

Port of Palm Beach
One East 11th Street
Riviera Beach, Florida

4:00 p.m. - 4:44 p.m.
and
5:45 p.m. - 5:46 p.m.

- - -

ATTENDING:

Jean L. Enright, Chair
Peyton W. McArthur, Vice Chair
Katherine M. Waldron, Secretary/Treasurer
Blair J. Ciklin, Commissioner
Wayne M. Richards, Commissioner
Manuel Almira, Executive Director
Paul Zielinski, Deputy Director/CFO
José R. Soler, Port Engineer
Carl Baker, Director of Planning
Ken Hern, Director, Seaport Operations, Security
Jarra Kaczvara, Sr. Director, Business Development
Gregory Picken, Port Attorney
Donald R. Bicknell, Jr., Port Attorney
Venice Howard, Deputy Clerk
Aidy Alonzo, Public Relations/Media Specialist

1 BE IT REMEMBERED that the following Special
2 Board Meeting was had at Port of Palm Beach, One East
3 11th Street, Riviera Beach, Florida, on Wednesday,
4 May 2, 2018, beginning at 4:00 p.m., with attendees as
5 hereinabove noted, to wit:

6 - - -

7 CHAIR ENRIGHT: The meeting will now come to
8 order.

9 Our Clerk, Ms. Howard, will you please call
10 the roll.

11 MS. HOWARD: Chair Jean Enright.

12 CHAIR ENRIGHT: Present.

13 MS. HOWARD: Vice Chair Peyton McArthur.

14 VICE CHAIR McARTHUR: Present.

15 MS. HOWARD: Secretary/Treasurer Katherine
16 Waldron.

17 COMMISSIONER WALDRON: Present.

18 MS. HOWARD: Commissioner Wayne Richards.

19 COMMISSIONER RICHARDS: Present.

20 MS. HOWARD: Commissioner Blair Ciklin.

21 COMMISSIONER CIKLIN: Here.

22 MS. HOWARD: Executive Director Manuel
23 Almira.

24 EXECUTIVE DIRECTOR ALMIRA: I'm here.

25 MS. HOWARD: Port Counsel Gregory Picken.

1 MR. PICKEN: Here.

2 CHAIR ENRIGHT: We have a quorum.

3 MS. HOWARD: We have a quorum.

4 CHAIR ENRIGHT: Thank you.

5 Please let's stand for the Pledge of
6 Allegiance.

7 (Pledge of Allegiance recited.)

8 CHAIR ENRIGHT: You may be seated. Thank you
9 very much.

10 Today we will have an executive session, and
11 the purpose of the session is to discuss LM Heavy Civil
12 Construction, LLC versus Port of Palm Beach. Those in
13 attendance will be, first, Commissioner Ciklin,
14 Commissioner Richards, myself, Commissioner McArthur,
15 Commissioner Katherine Waldron and Commissioner
16 McArthur.

17 But before we go in the session, I would like
18 to call our attorney, Mr. Picken, to the podium.

19 MR. PICKEN: I'm sorry, I'm having some
20 trouble hearing.

21 CHAIR ENRIGHT: Mr. Picken, to the podium.
22 Do we have anyone who would like to give a presentation
23 or --

24 MR. PICKEN: Yes.

25 CHAIR ENRIGHT: Because I did not receive a

1 card, so --

2 MR. PICKEN: We have a representative of LM
3 Heavy Civil Construction, LLC here today. They would
4 like to speak before our attorney-client session.

5 CHAIR ENRIGHT: Okay, you have THE floor,
6 sir. Please introduce yourself to us and go forward.

7 MR. LIBANOFF: Sure. Good afternoon. My
8 name is Ira Libanoff. I'm with the law firm of
9 Ferencik Libanoff Brandt Bustamante & Goldstein. I
10 represent LM Heavy Civil.

11 We're here because we were notified that
12 you're going to be having a discussion today in regard
13 to the project, and which my client, LMH, as I will
14 refer to them, is the contractor.

15 I have with me today Phillipe Hewes and John
16 Capasso, both of whom are employees and officers with
17 LM Heavy Civil and have been involved in the project
18 for extended periods of time.

19 Mr. Hewes is here and prepared to address
20 with you everything, essentially, that has occurred on
21 this project since the outset, because he's been
22 involved since the beginning of the project.

23 Mr. Capasso has been involved more recently
24 and can get you up to date in regard to the current
25 status of the work and the progress of the work on the

1 project.

2 I have written some letters over the course
3 of the past few months to Mr. Bicknell, also I guess
4 I'll say counsel with the same law firm for the
5 Commission and for the Port, that I hope have been
6 shared with you.

7 That was the intent of those letters, because
8 as we were provided with agenda for some of your
9 meetings, there were engineering reports that were
10 included with those agendas that we didn't feel
11 provided full and complete information and accurate
12 information in regard to the issues that LMH has been
13 dealing with during the course of the project.

14 So I wanted to make sure whenever you had an
15 executive session, as well as any open discussion
16 regarding the project, that you at least had, let's
17 say, the other side of the story or some additional
18 information to consider.

19 So what I'd like to do is have Mr. Hewes come
20 up and provide you with some information regarding,
21 again, how we are at the point where we are at today
22 and what LMH projects insofar as going forward.

23 We've had these discussions recently at a
24 meeting with the Executive Director and the Director of
25 Engineering Construction, as well as your legal

1 counsel, but we'd like to provide you with that
2 information as well. And then Mr. Capasso will provide
3 you with some information regarding the current status
4 of the work, and then I'll come back up to discuss.

5 As you know, there's a lawsuit that's
6 pending, which is why you have your executive session
7 and have had executive sessions. That lawsuit has been
8 sitting completely idle since it was filed last summer
9 because there was no agreement upon extending the time
10 for the filing of that lawsuit on one of the very early
11 claims that arose during the course of the project.

12 Mr. Bicknell and I have had extended
13 discussion, communication, conversations both about the
14 issues that were originally included in that lawsuit,
15 as well as all the issues and claims that have arisen
16 since that time.

17 So I'm happy to answer any questions at the
18 conclusion about the specifics of the lawsuit, the
19 additional claims, and then I'll have some closing
20 comments as well.

21 CHAIR ENRIGHT: Thank you.

22 MR. HEWES: Good afternoon, Commissioners.
23 My name is Phillippe Hewes. I work with LM Heavy Civil.

24 I just want to give a high altitude look of
25 how things have proceeded on this project. They

1 haven't worked out very well for us, and I understand
2 neither for you, but we've had some severe issues to
3 deal with from the outset of the project.

4 We were anticipating a notice to proceed in
5 April of 2016. Due to design problems, the Army Corps
6 would not issue their permit, which also delayed
7 issuance of the City of Riviera permits.

8 The issue was the dolphins were designed into
9 the navigable waters, and that's why the Army Corps
10 would refuse to provide the required permits. We
11 received a notice to proceed in July 5th of 2016,
12 without the contract drawings being corrected. Those
13 came in towards the end of July.

14 We show up on the project, we start the work,
15 and we find out that walls we were supposed to tie into
16 from the previous project were not located where they
17 were supposed to be. That set us back.

18 We then proceed to the other corner of the
19 berth and find out the project is on private property,
20 FPL property. Again, that set us back. To get revised
21 drawings took over three months during that period
22 where we were unable to finalize our drawings, our
23 designs, our engineering for the secant walls.

24 Next we get into the steel sheeting.
25 Contract clearly provided us information that said

1 you're to extract steel sheets. That became physically
2 impossible due to the condition of the sheets. They
3 just tore on us. We tried every different means and
4 method and ended up having to basically excavate,
5 remove them, rip them out by whichever way we could.

6 We then proceeded on with the secant walls.
7 That went fine. There were no issues there.

8 Following the secant walls, we start digging,
9 demolishing the top of the secant walls, and we get
10 continuously flooded. The berth, our work zone, our
11 work area our work space keeps getting flooded due to
12 the severely corroded sheets. Basically, all the ocean
13 was coming in into our work zone. We tried to control
14 that with dewatering pumps. At times it's just not
15 manageable. That set us back again.

16 We get into the driving the piles of November
17 of 2017. The piles -- well, let me step back. In
18 October of 2017 we raised the fact that there's a
19 possibility these piles may not reach capacity. That
20 was discussed with AECOM and the Port. AECOM comes up,
21 well, try this, look at it this way, why don't you try
22 this. At the end of the day, the piles -- not a single
23 pile reached capacity. That's not a function of how we
24 drove the piles, it's really a function of the design.

25 Two of the dolphins get accepted at lesser

1 capacity. I guess the engineer, the design engineer
2 felt comfortable with that. The outer dolphin, which
3 has much higher capacity, it's the biggest size, it's
4 exposed to bigger impacts, didn't have the acceptable
5 capacities. There again, the engineer revised the
6 drawings, added two piles. There was no other solution
7 but to add two piles to the outer dolphin.

8 Since then, it took over three, four months
9 to get a revised design for that. We're here now, we
10 don't have a change order, and we cannot proceed with
11 that work, we cannot finish it.

12 And, you know, that's just a quick summary of
13 why we're here today, why the project is late. We want
14 to get out of here, we want to get it done, and
15 unfortunately, we're stuck with these issues.

16 CHAIR ENRIGHT: Okay, thank you.

17 Do you have anyone else who wants to speak?

18 COMMISSIONER CIKLIN: I have a question.

19 CHAIR ENRIGHT: Any Commissioners? Yes,
20 Commissioner Ciklin.

21 COMMISSIONER CIKLIN: What did you say at the
22 end? You said why the project can't be finished?

23 MR. HEWES: We're waiting for a change order
24 to drive the final two piles to the outer dolphin.

25 COMMISSIONER CIKLIN: Oh, okay.

1 MR. HEWES: Without this change order, we
2 just can't proceed with the work.

3 COMMISSIONER CIKLIN: Okay.

4 CHAIR ENRIGHT: Any other questions?

5 COMMISSIONER RICHARDS: I'm going to ask
6 questions at the end. I'm taking notes, so I may ask
7 the gentleman to come back.

8 CHAIR ENRIGHT: Okay. Do you have someone
9 else to speak? Yes, come forward, sir.

10 MR. CAPASSO: Good afternoon, Commissioners.
11 I'm John Capasso. I'm a vice president with LM.

12 I arrived on the project December 12th, 2017
13 to help Phillipe. And so much of what he said, I've
14 experienced some of it.

15 The sheeting, I just want to elaborate on
16 that, that we couldn't extract. We had to have the
17 divers burn it off. All right, that was a great time
18 and expense to do that. So we just finished that
19 recently, because there were obstructions in the water
20 that prevented us from doing that.

21 The current status of the project is I think
22 you know we had an issue and we took responsibility for
23 our issue with dolphin number two, which is the middle
24 dolphin. We independently came to the decision to
25 demolish it and to rebuild it. We couldn't stand

1 behind what we had constructed. That is currently
2 being rebuilt. The forms went on today. That will be
3 ready for concrete next week.

4 Dolphin number one, we have some issues with
5 it. They're rather minor in nature. We made a
6 submittal to AECOM a couple weeks ago. John Carroll,
7 engineer of record, required some additional
8 information. He wants some cores done through the
9 concrete. We're doing those this week, and we're going
10 to provide him with that additional information. And
11 we anticipate that we can grout. There's a small area,
12 a relatively small area that we can grout it and it
13 would be acceptable.

14 Landside, we finished the timbers, we
15 finished all the bollards, we've -- the fenders are in
16 place. All of the electrical is done, all of the
17 utilities. Everything is backfilled. The trench drain
18 is completed, the gravity walls.

19 The next thing to do is the paving, and we
20 have a couple issues with that. We have nowhere to
21 move the material. I don't know if any of you have
22 been on the site. There's stockpiles of material on
23 the site that we can't move, and it's kind of jammed up
24 right now. And being that we have this delay with
25 dolphin three, I'm a little apprehensive to pave it,

1 because we have to walk this equipment off onto the
2 land, and we could damage our own work. So that's a
3 logistical issue that we've got to work out.

4 But we have -- we continue to work every day.
5 We're working eight hours a day, five days a week on
6 all the activities.

7 So as far as dolphin three goes, we did look
8 into procuring the material. We did get shop drawings.
9 We did get pricing. I provided all of that to José
10 Soler. We're trying to cooperate with each other, of
11 course, so I gave him that information, because he was
12 contemplating that maybe the Port would buy that
13 material before it perhaps was not available.

14 And we've set up all the form work for
15 dolphin three. We have everything ready to go, the
16 reinforcing steel. As Phillippe said, if we get the
17 go-ahead for the piles, we could build it.

18 We provided a schedule for that to the AECOM,
19 and I don't know if they shared that with you, but it's
20 a rather long activity from the day that we're told
21 it's okay to do it. So everything else is going to
22 get, pretty much get finished. That's going to be the
23 last thing that needs to be done.

24 So if you have any questions, I'd be happy to
25 answer them.

1 CHAIR ENRIGHT: Commissioners, any questions?

2 COMMISSIONER WALDRON: I have some. He had
3 some.

4 COMMISSIONER RICHARDS: Well, I'll wait to
5 the end.

6 MR. CAPASSO: That is the end.

7 CHAIR ENRIGHT: Oh, he wants to come back.
8 Thank you.

9 COMMISSIONER WALDRON: He was going to speak.

10 MR. CAPASSO: Ira's going to --

11 MR. LIBANOFF: Let me -- and then if you need
12 to ask them, I'll just have them come back up.

13 I think what I want to stress to everyone is,
14 and I think Mr. Bicknell would confirm this, we've
15 been, I would say from a claims standpoint, and
16 recently at the request of, I'll say the Port through
17 Mr. Bicknell, we've provided a summary of all the
18 pending claims and issues on the project. Hopefully,
19 again, that's been shared with you, and if not, I have
20 copies. I'm happy to share it with you today or
21 provide it to you for purposes of your executive
22 session.

23 But we really, we've been attempting to work
24 cooperatively in regard to holding all of these in
25 abeyance until the project is complete, with the idea

1 that we would get together when the project is
2 concluded and sit down and try and resolve all of these
3 issues that have occurred during the course of the
4 project.

5 That, I'll say in a nutshell, is captured
6 within the pending change order number four on the east
7 dolphin structure that John and Phillipe were both just
8 alluding to where LMH is waiting for the issuance of
9 the change order.

10 Because even in the language that I'll say
11 has been first proposed by the Port through its
12 counsel, and then we've responded, that language
13 includes a complete reservation of rights for both
14 parties, all parties, so that even though we are
15 waiting for the issuance of that change order and that
16 moneys are going to be paid in regard to that change
17 order, that should we ultimately not be able to come to
18 some agreement and we have to go to some different
19 proceeding in regard to how those issues are going to
20 be resolved, the Port has fully reserved its rights,
21 basically, for full reimbursement, recoupment of
22 anything that it pays, and LMH has done the same thing.

23 So we've attempted to, if you will, hold the
24 status quo for everybody from the outset of the, all of
25 these claims arising so that no one, neither side,

1 neither party would be prejudiced.

2 However, you have to understand that at this
3 point, Phillipe alluded to the fact that it took three
4 months from the date the last piling for dolphin three
5 or the east dolphin structure was driven until the
6 revised drawings for that piling were issued by AECOM.

7 I was looking at those letters I alluded to
8 earlier that I had sent to Mr. Bicknell to hopefully be
9 shared with you, and one of those is dated March 15th.
10 And that letter addresses this same change order number
11 four for the east piling structure. That's
12 approximately seven weeks ago that we've been talking
13 about the issuance of this change order, on top of the
14 three months that it took to get the drawings and then
15 the intervening month before the actual change order
16 was produced.

17 So that issue, in and of itself, has been
18 pending for everybody here, you as well as LMH, for
19 close to five months now in regard to remaining
20 unresolved. We've agreed, I would say, I think -- and
21 Don, please correct me if I'm wrong, but if we're not
22 at an agreement on the language, we're very close to
23 the agreement on the language in regard to that.

24 The last issue came up last week about
25 inserting a cap number to which it would not, that

1 change order would not exceed, and we've now provided
2 that. I thought it was understood before that, but now
3 we've provided that.

4 So we are here, in addition to providing you
5 with information, to request that you please give that
6 your due consideration. As Phillipe and John both
7 indicated, we can't proceed with the work, LMH can't
8 proceed with the work until that is issued.

9 And I'm not going to quote the law to all of
10 you. You probably know it well as far as proceeding
11 without a written change order, so LMH cannot be at
12 risk in that regard. So we would hope that today, and
13 again, happy to answer any questions about it, but
14 hopefully today, in addition to whatever else you're
15 going address, you will address the issuance of that,
16 because as John indicated, we provided a schedule at
17 the request of the gentleman we met with a couple of
18 weeks ago.

19 That is the critical path, whether you -- you
20 know, we can all have disagreements about schedules and
21 construction and things of that nature. But we've
22 provided a schedule that shows that that is the
23 critical path that's driving the project right now, and
24 the project completion.

25 Again, we're not asking for anything other

1 than the issuance of that change order, continue to
2 hold everything in abeyance. It's a partial payment
3 toward the costs associated with that based upon the
4 estimate of cost that LMH has come up with.

5 So again, I'm probably just rambling at this
6 point, because it's a little frustrating, as Phillipe
7 said, I'm sure on your part. I can tell you on behalf
8 of my client it's been frustrating for them. So if
9 there's any questions you have that you would like
10 answered, I'm happy to answer them or I'll call up
11 either Phillipe or John to answer them as well.

12 CHAIR ENRIGHT: Thank you. Any questions?
13 Commissioner Waldron.

14 COMMISSIONER WALDRON: Yes, I had a couple.
15 So what is your best guesstimate of when everything
16 would be finished, and what percentage would you say
17 has been completed to date?

18 MR. LIBANOFF: I'll let these gentleman talk
19 about percentage. The schedule that was provided takes
20 us out to late July or early August, but that's with
21 full time, if you will, for responses to design issues
22 and so on from the Port, and more importantly, from
23 AECOM. And what we've discussed even since providing
24 that is that we'll -- I'm sorry. I turned it -- oh,
25 sorry. Okay.

1 We'll work together in regard to trying to
2 shorten all of those durations, to try and bring that
3 time back as much as possible. But when putting in
4 the, I'll say the full and proper time for all of the
5 lead time on materials and installation, it takes it
6 out to the end of July to early August. And as far as
7 percentages of completion, where we're at now, I'm
8 going to defer to one of these gentleman to answer
9 that.

10 MR. HEWES: I'd say we're about 85 to 90
11 percent complete.

12 COMMISSIONER WALDRON: Okay. Is it okay to
13 ask about the subcontractor payments and how that's
14 going?

15 MR. HEWES: We have been financially stressed
16 by what's occurred on this project. We're waiting for
17 our November payment. When we do receive that payment,
18 we can pay our subcontractors.

19 MR. LIBANOFF: And let me -- just to
20 elaborate, because we've had discussions about that
21 issue as well, as you probably have heard during your
22 sessions. And we've talked about different ways or
23 procedures to employ to ensure that those payments
24 occur.

25 Obviously, the best way is for these payments

1 to be issued. Releases for October have now all been
2 furnished. We had discussions at our meeting a couple
3 weeks ago about an expedited payment in regard to that
4 November payment. That did not occur. The date for
5 the 30 days is a week from today. We're expecting that
6 that payment will be issued by next Wednesday.

7 And then as John -- or Phillipe just
8 indicated, the payments to all the subs for work that
9 was done in November will then be made so that we can
10 expeditiously submit the December pay req, because the
11 releases have to be submitted along with the pay req,
12 as I'm sure you know, in order for it to be considered
13 complete. So that's expected to happen, and we're
14 going to proceed on that basis.

15 We've talked again about utilizing different
16 alternatives and either combining pay apps or whatever,
17 and we're still open to any of those discussions. We
18 talked about consents of surety and using that in lieu
19 of releases. So all options are available.

20 But suffice it to say that payments are up to
21 date through October, which is the last payment that
22 was received by LMH, and as soon as the November
23 payment is received, all payments will be up to date
24 through November and for every month received
25 thereafter.

1 MR. CAPASSO: Can I elaborate on that a
2 little bit?

3 MR. LIBANOFF: Sure.

4 MR. CAPASSO: One of the problems we're
5 having is, and I don't know if you understand the order
6 of magnitude of our claims. We're looking at about
7 three to three and a half million dollars in claims.
8 We financed all of that work. We financed all of those
9 claims. We have financed all of the design problems.
10 So it's no wonder we're having trouble paying our subs.

11 Yes, we're working out of our own pockets.
12 And with the payments not coming expeditiously as they
13 were, it's not only causing us to slow down to pay
14 them, the subcontractors know what's going on up here.
15 They come to me and they ask me: What's going on with
16 the Port? We hear the Port's not paying you. We don't
17 want to extend ourselves and go buy asphalt and buy
18 subbase materials because we're not sure if the Port's
19 going to pay. So this has snowballed down to the subs,
20 to where they're really concerned whether they're going
21 to get paid, not by us, but by you.

22 MR. LIBANOFF: Let me just pick up on that.

23 COMMISSIONER RICHARDS: We're going down this
24 way I think, I hope.

25 MR. LIBANOFF: So what I've --

1 CHAIR ENRIGHT: Go on, sir.

2 MR. LIBANOFF: What we've stated to counsel
3 and Executive Director and Mr. Soler as well is that,
4 you know, like all your projects, there's a payment
5 bond in place here. No sub is in risk of not receiving
6 payment for the work that it does. That's why we
7 talked about consent of surety in lieu of releases and
8 so on, because, you know, we want to pay these subs.

9 As John indicated, you know, LMH is paying
10 for a lot of this work out of its own pocket at this
11 point, in addition to financing the extra costs that
12 have been incurred, payments to subcontractors and
13 suppliers as well. The funding, you know, obviously,
14 funding from the owner assists greatly in regard to
15 being able to keep all of those balls in the air.

16 But what I've stressed in my discussions with
17 your attorneys and what these gentlemen have stressed
18 in the discussions with the Director and the other
19 staff is that LMH is here. We're not going anywhere.
20 They're committed to completing the project. They have
21 funded it to this point. They're not going to stop now
22 at 85 or 90 percent complete.

23 That's why we've talked about the change
24 order. That helps with a little bit of the funding
25 based upon the agreement that we've arrived at, at

1 least to date, without it being executed, for partial
2 funding of that extra work since the issues are up in
3 the air, let's say, in regard to the design versus
4 construction. So we're kind of all in this together at
5 this point and really want to do what we can to finish
6 it.

7 CHAIR ENRIGHT: Okay, thank you.

8 Commissioner Richards.

9 COMMISSIONER RICHARDS: Were you done?

10 COMMISSIONER WALDRON: Yes.

11 COMMISSIONER RICHARDS: Thank you.

12 I've jotted a few questions down. And I
13 might -- forgive me, Mr. Libanoff, I might repeat
14 something. But once this change order is negotiated
15 and approved, you seem to indicate that's the final,
16 that's a lynchpin to getting this thing wrapped up.
17 Once it's approved, how many days after that's approved
18 do you believe the project would be substantially
19 complete?

20 MR. LIBANOFF: I think it goes back to that
21 same schedule that I talked about earlier, because that
22 east dolphin structure -- pardon me?

23 MR. CAPASSO: Eighty-nine days from the day
24 that somebody says yes.

25 CHAIR ENRIGHT: Eighty-nine?

1 COMMISSIONER RICHARDS: So we're in May 2nd,
2 so June, July, August, so --

3 MR. LIBANOFF: That's what I said, late July
4 or early August.

5 COMMISSIONER RICHARDS: So, yes, so not into
6 July, but very early August, 89 days. Thank you.

7 Now, the westernmost dolphin, I think, is
8 that number one --

9 MR. CAPASSO: Yes.

10 COMMISSIONER RICHARDS: -- closest to us?

11 MR. LIBANOFF: Yes, sir.

12 COMMISSIONER RICHARDS: At our meeting, we
13 saw some photographs of it, and we saw some large
14 gaping areas, voids. Is it your plan to attempt to
15 repair that or demolish it and start over, as you did
16 with the middle dolphin?

17 MR. CAPASSO: Repair it. And that's what I
18 said earlier. We submitted it. We had a professional
19 engineer come out, spent two hours in the water
20 examining everything he could, and he put a report
21 together.

22 We submitted a repair procedure to AECOM a
23 couple weeks ago. John Carroll came back with comments
24 requesting cores be done so he could have more
25 information. He asked that the bottom form be removed

1 so some photos could be taken. We've done that. And
2 we're doing the cores either today or tomorrow, and
3 we're going to furnish him with that information. So
4 it's our intention to repair it.

5 COMMISSIONER RICHARDS: Did you also receive
6 a report from AECOM suggesting that the repair may not
7 be the right way to go? Did you receive that?

8 MR. CAPASSO: No, sir.

9 COMMISSIONER RICHARDS: Okay. How many
10 people or subs seem to be working on the job now? I
11 actually just drove by the job a few days ago during
12 regular business hours, and I was surprised that I
13 didn't see a flurry of activity. How many would you --
14 would you say that people are actively -- and I don't
15 mean five or six, but you say the people are actively
16 working this job now or something else?

17 MR. CAPASSO: Well, we have 25 men on the
18 job. The subs is only a couple of subs working, the
19 electrician, but he's not there all the time; the
20 company that does the cores for us; and we're trying to
21 get E & N back here. They've been paving. But that's
22 one of the contractors that has been concerned about
23 the outlay of the material. And that's the upland site
24 work that needs to be done.

25 And a lot of people around the water, so

1 there's a dive team out there from UESI. They've been
2 here the whole time. They've been working on the
3 middle dolphin. So they're in the water, so you,
4 perhaps, you may not have seen them, depending how
5 close you got. So they have a team of six guys out
6 here every day doing that work.

7 COMMISSIONER RICHARDS: So do you believe
8 people are active -- other than the three or four or
9 five people, do you believe the job is actively being
10 worked on and you have sufficient staffing and subs and
11 your people here? Is that your belief?

12 MR. CAPASSO: For the activities that we have
13 in front of us, yes. I mean there's very few things
14 left for us to do. The largest remaining activity is
15 the paving and the fencing. It's a subcontractor. And
16 then eventually striping. But the dolphin, the east
17 dolphin is the single largest and longest duration
18 activity that remains.

19 COMMISSIONER RICHARDS: All right, thank you.
20 And counsel --

21 MR. LIBANOFF: Yes.

22 COMMISSIONER RICHARDS: -- you mentioned that
23 the final change order has been unresolved for quite
24 some time, but aren't the attorneys negotiating the
25 verbiage there? Are you part of that though?

1 MR. LIBANOFF: I am.

2 COMMISSIONER RICHARDS: Okay, because you
3 mentioned it just hanging out there, and oh, my
4 goodness. But you guys are negotiating actively.

5 MR. LIBANOFF: Well, we have been. That's
6 why I said that, you know, since March 15th certainly
7 the language has been more or less, I would say, agreed
8 to.

9 In the last week, Mr. Bicknell and I spoke
10 about inserting the cap number into the change order,
11 because we went first with a lump sum was proposed, and
12 then it was going to be based upon a time and equipment
13 type of hourly rate. And then the Port, through your
14 counsel, came back and said but if we're going to do it
15 that way, we still want the cap.

16 And candidly, my client came back and said,
17 well, wait a second, if we're going to be asked to do
18 it on an hourly basis and take a risk, then why should
19 we cap it? And so we had those discussions for, I
20 would say, a short period of time.

21 And then your counsel came back and said no,
22 we will agree, subject to your approval, the
23 Commission's approval on this time and equipment basis,
24 but we still want the cap. I spoke to my client last
25 week after Mr. Bicknell and I spoke. They've now

1 agreed. I sent them the language with the cap, and
2 that's what we're hoping you'll approve today.

3 COMMISSIONER RICHARDS: So you're hopeful,
4 and you think from a -- and I know our counsel, we'll
5 hear from him shortly afterwards.

6 MR. LIBANOFF: Yes, I'm sure.

7 COMMISSIONER RICHARDS: But you believe that
8 you guys are there and you're hopeful that we're going
9 to approve this change order. That's your desire.

10 MR. LIBANOFF: I believe so. I mirrored
11 pretty much the language that was actually initially
12 sent to me by your counsel, and we were just kind of,
13 if you will, going back and forth on a couple of items.

14 COMMISSIONER RICHARDS: And your client has
15 indicated that once that's approved, 89 days.

16 MR. LIBANOFF: That's what I just heard as
17 well, yes.

18 COMMISSIONER RICHARDS: So we've had many
19 different schedules, many, many schedules. We won't
20 get into reasons. But at this point, what could trip
21 us up? Let's say that change order happens to be
22 approved and we start counting: 89, 88, 87, 86. What
23 is out there that could cause that to not occur?

24 MR. LIBANOFF: I think at this point --

25 COMMISSIONER RICHARDS: Other than acts of

1 force majeure.

2 MR. LIBANOFF: Yes. Weather, I mean, is
3 probably always an issue --

4 COMMISSIONER RICHARDS: Other than that.

5 MR. LIBANOFF: -- coming to this time of
6 year. No, I mean I think that the biggest issue is we
7 talked in our meeting about lead time on some of these
8 materials, because there was some discussion about the
9 Port maybe purchasing the piling materials directly,
10 but I'm not sure where that stands at the moment. So
11 there is lead time. So we're relying upon a third
12 party to manufacture and fabricate piling materials --

13 COMMISSIONER RICHARDS: So your 89 days,
14 you're saying, does not take that into account?

15 MR. LIBANOFF: No, it does. It's in there.
16 And there's, I think, two months --

17 MR. CAPASSO: Three weeks.

18 MR. LIBANOFF: Three weeks?

19 COMMISSIONER RICHARDS: Is that reasonable?

20 MR. CAPASSO: For Florida Pipe & Steel to
21 prepare the piles, to deliver them to us.

22 COMMISSIONER RICHARDS: And do you believe
23 they can do that in the three weeks once you give them
24 the go-ahead?

25 MR. CAPASSO: That is their estimate, so

1 that's what we plugged in the schedule. So I'd have to
2 have the leap of faith that they know what it's going
3 to take for them to do that.

4 COMMISSIONER RICHARDS: Okay, thank you. I
5 only have three more questions.

6 You mentioned, counsel --

7 MR. CAPASSO: Excuse me, sir. May I just --

8 COMMISSIONER RICHARDS: Please, absolutely.

9 MR. CAPASSO: I wanted to address your
10 previous question about what could trip us up. If
11 these piles don't reach capacity, as the other piles
12 didn't reach capacity, we could wind up in the same
13 place. That could trip up everyone, because we're
14 going to do the same thing again that we did before --

15 COMMISSIONER RICHARDS: But additional piles.

16 MR. CAPASSO: -- not different. It's exactly
17 the same, in the same place. So we're all taking a
18 leap of faith that that is going to work. That we
19 can't say is -- that could trip up everyone.

20 COMMISSIONER RICHARDS: Okay, thank you for
21 that clarification; thank you.

22 Counsel, you said all options are open.
23 There's some -- I have some concern about the subs, and
24 I heard something, and it raised my ire. Port's not
25 paying you. Is the Port delinquent or late in any

1 payments to your client?

2 MR. LIBANOFF: The process is what has, I'll
3 say, dragged things along. Insofar as there are a
4 multitude of smaller subcontractors and suppliers,
5 Phillipe brought up an issue when we were discussing it
6 even at our meeting recently where, for example,
7 there's trucking companies, and sometimes it's
8 difficult to track down to get every last, final
9 release and also get full original, notarized copies of
10 those releases.

11 So what I proposed weeks ago was that in lieu
12 of some of those releases, that we would provide a --
13 and I mentioned it already a couple times -- a consent
14 of surety where the surety is acknowledging and
15 providing you all with a document that says, look, we
16 consent to this payment being made. We know there's
17 people out there that are unpaid.

18 This is something that's used all the time in
19 the construction industry on bonded projects in an
20 effort to try and expedite the payment process so that
21 all these other subs, some of the bigger ones,
22 actually, that are waiting for payment could receive
23 their payment because the payment would have come from
24 the Port.

25 But it's taken a long time, and as John

1 indicated, LMH has been funding a lot of this out of
2 pocket. So you have to understand when you're taking
3 from other revenues that are generated on other
4 projects to be able to pay bills here, it slows things
5 down. So that's been a -- that's, candidly, what's
6 happened.

7 COMMISSIONER RICHARDS: So is that -- and
8 without saying too much on my side -- I like asking
9 questions. It's easier.

10 MR. LIBANOFF: Sure.

11 COMMISSIONER RICHARDS: But --

12 MR. LIBANOFF: I always like asking questions
13 too. It's not always good to answer them, but yes, I
14 know what you mean.

15 COMMISSIONER RICHARDS: So my question is:
16 Has the Port been late or slow or delinquent in paying?

17 MR. LIBANOFF: No, as I stand here, I'm not
18 in a position. I've not traced the history --

19 COMMISSIONER RICHARDS: He's shaking his
20 head, saying no.

21 MR. LIBANOFF: -- or the timing of payments,
22 so I don't know the answer to that. But if he's saying
23 no, then --

24 COMMISSIONER RICHARDS: You would know; you
25 would know if we were late.

1 MR. LIBANOFF: Let me -- you know what? I
2 don't know, and I wouldn't tell you that I don't know
3 if I did. What I'm telling you is that my focus here
4 has been truly, I'm trying to get past a lot of these
5 issues and claim issues and move this thing along.
6 I've not focused on whether every payment has been made
7 on the 30th day or the 29th day or whether they're
8 delinquent. That has not been my focus since I've been
9 involved in this.

10 MR. CAPASSO: May I?

11 MR. LIBANOFF: I've really tried to move this
12 thing along.

13 COMMISSIONER RICHARDS: Go ahead.

14 MR. CAPASSO: Prior to this last payment, it
15 was just the opposite of that. We were paid very
16 quickly, and we appreciated that. You paid in less
17 than the 30 day period, and that was very good. So we
18 appreciated that very much.

19 COMMISSIONER RICHARDS: Thank you for sharing
20 that; thank you.

21 MR. CAPASSO: So, but this last one is
22 running out for the entire time. So I guess we got
23 used to Mr. Soler processing these requisitions really
24 quickly. And he and I have reviewed it. I know he has
25 a spreadsheet that shows how many days it's taken. He

1 shared that with me, and I agree with that, the kind
2 of -- on the early pay side, if you will.

3 So the answer to your question is no, the
4 Port's not late. And, but this one is longer than what
5 we've grown accustomed to, so it's, you know, it's
6 causing occasional concern with the subcontractors.

7 COMMISSIONER RICHARDS: Thank you for that.

8 There's a concern that the subs aren't being
9 paid. Would you be -- one of your potential options is
10 would you be open to joint checks going out to ensure
11 that your subs are being paid?

12 MR. LIBANOFF: I've discussed with
13 Mr. Bicknell multiple options, joint, we've talked
14 about --

15 COMMISSIONER RICHARDS: You're flexible.

16 MR. LIBANOFF: -- different, you know, escrow
17 arrangements, payment, different payment arrangements.
18 You know, for a long time we were talking about that in
19 connection with this November payment, but ultimately,
20 because that dragged on for as long as it did, LMH has
21 now paid everybody and has all the releases and
22 submitted them all, which is why John's now referring
23 to the fact that we're just waiting for this payment to
24 be issued, and it's taken a little -- we're approaching
25 the 30 days. Usually it's been shorter than the full

1 duration of 30 days.

2 So we don't need to employ any of those at
3 this point, because all of those people will be paid as
4 soon as that payment comes in.

5 COMMISSIONER RICHARDS: Thanks. The last
6 question, why the slow payment requests? We're in May.
7 And I've run much smaller construction, much smaller
8 construction projects. Once the month is out, I get my
9 releases and I request payment. We're in May, but
10 you're talking about October. What about November,
11 December, January, February, March, April? Why are you
12 so far behind?

13 MR. LIBANOFF: As John indicated, you know,
14 and I stated, a lot of this has been funded
15 out of pocket. And so when it's coming from
16 out-of-pocket expense, you wait until you have the
17 money to pay people.

18 Right now, as soon as the money for November
19 is paid, that's a significant amount. Everyone will be
20 paid immediately. And as we discussed in our meetings,
21 that's going to allow December to be issued --
22 submitted, and presumably issued. It takes the
23 30 days, it takes the 30 days.

24 COMMISSIONER RICHARDS: So you need the
25 money, new money to pay the people back then, get those

1 releases, and then you'll start catching up on --

2 MR. LIBANOFF: And as soon as November comes
3 in, the people will be paid for November so that
4 December can be submitted. And then as soon as
5 December's in, that's how it works, is that you get the
6 money for one month and you pay the people and get the
7 releases through the 30 days in arrears, yes, sir.

8 COMMISSIONER RICHARDS: Are you saying you're
9 so far behind because you've been funding some of the
10 other work out of your pocket? Is that your position?

11 MR. LIBANOFF: Right, and -- yes. Well,
12 funding their own, yes, their own services, their own
13 people and payroll and all these costs in relation to a
14 number of these claims and so on, yes.

15 COMMISSIONER RICHARDS: Thank you very much.
16 Appreciate the time. Thank you.

17 CHAIR ENRIGHT: Commissioner Ciklin.

18 COMMISSIONER CIKLIN: Could you tell me how
19 many subs have actually walked off the job and are not
20 coming back or taken their equipment and gone away or
21 are in the process of doing that?

22 MR. CAPASSO: None.

23 COMMISSIONER CIKLIN: None? They're all --

24 MR. CAPASSO: None.

25 COMMISSIONER CIKLIN: Okay.

1 MR. CAPASSO: No, no one has. We've had some
2 threats of people coming to take their equipment. No
3 one has. We haven't had one sub walk away from us.
4 You know, their perception is their reality. They're
5 concerned. The largest sub we have left is E & N, and
6 he has all his equipment on site. He's not removing
7 his graters, his rollers, his loaders, his excavators.
8 They're all there.

9 MR. LIBANOFF: And to my knowledge, even
10 though, yes, we're, you know, months behind as far as
11 submission because of this, there's been no notices of
12 nonpayment that I'm aware of either, or maybe just one
13 or two.

14 MR. CAPASSO: Well, there's been a few that
15 the Port's received. I know that.

16 MR. LIBANOFF: Right. But I mean as far as
17 the bonding company is concerned. So there's no like
18 major bond issues here or anything of that nature.

19 COMMISSIONER RICHARDS: That's a little -- I
20 don't want to say disingenuous, but if they've given
21 you notice they haven't been paid, whether they've gone
22 to the bonding company is a totally different issue.
23 They say, "Damn it, I haven't been paid," it doesn't
24 mean they haven't gone to the bonding company. They're
25 still giving notice because they're hurting.

1 MR. LIBANOFF: Notice what I'm referring to.
2 Typically when a project, I'll say is, in my
3 experience, in trouble, if you will, from a financial
4 standpoint, you would see multiple notices of
5 nonpayment going to the bonding company, putting the
6 bonding company on notice of this payment issue. And
7 all I'm telling you is from my knowledge and
8 understanding, that has not occurred on this project.

9 CHAIR ENRIGHT: Commissioner? Anyone else?

10 I just want to make one comment. I thank you
11 for coming. But first, I just, in layman's terms, I
12 just don't understand why you cannot just submit the
13 requisitions, the invoices for payment right away, and
14 then the Port can just pay you, and then we would not
15 have all these problems.

16 I know you've given all these answers why,
17 but it does not even make sense, because since you want
18 to get paid, wouldn't you just make it your business,
19 your accounting, your bookkeepers, all your things are
20 in a row so that you can just get your money and
21 then -- because this is ludicrous that we're already in
22 May and you're trying to get paid for, what --

23 COMMISSIONER RICHARDS: November.

24 CHAIR ENRIGHT: -- November. I mean no one
25 operates like this in the world.

1 MR. LIBANOFF: To answer --

2 CHAIR ENRIGHT: So, you know, I know you've
3 answered it, and I'm -- but it doesn't make sense,
4 so --

5 MR. LIBANOFF: Well, let me try and help make
6 sense of it. One of the items that's required to be
7 submitted with a payment application are all of the
8 releases from the previous period. So if you can't get
9 every release from every person that has worked on the
10 project --

11 CHAIR ENRIGHT: The subs.

12 MR. LIBANOFF: -- then you don't have a full
13 and complete payment application to submit. In many
14 instances, some of these people have to be, like I was
15 alluding to earlier -- every trucker, every person, and
16 that's what we were dealing with, was having to chase
17 down. And then after a lot of them were provided,
18 there were originals that were requested.

19 So there's been a series of issues. And as
20 I've said, you know, in order to get those releases
21 from people, you actually have to pay them from that
22 period. In order to pay them, and you're taking money
23 out of your pocket as opposed to what's being earned on
24 the project, things slow down.

25 So we've been very candid about that, not

1 only here today, but in the discussions we've had
2 leading up to being here today. So that hopefully
3 helps you understand a little bit why it got bogged
4 down. And what we've talked about is different methods
5 or procedures that we can all employ together to speed
6 all of that up.

7 CHAIR ENRIGHT: Thank you; thank you very
8 much.

9 Now we're going to adjourn for executive
10 session, and we will return, hopefully, in 30 minutes.

11 MR. PICKEN: For the record, the Port counsel
12 desires advice with respect to pending litigation.

13 CHAIR ENRIGHT: Thank you.

14 (Whereupon, there was a recess in the
15 proceedings from 4:44 p.m. until 5:45 p.m.)

16 CHAIR ENRIGHT: The executive session has
17 ended, and we will continue the special meeting. Are
18 there any comments from the Commissioners?

19 COMMISSIONER RICHARDS: I'm going to make a
20 brief comment, and this is not planned. But I
21 sincerely hope that significant progress is made on
22 many different fronts in the next couple days,
23 significant progress, both -- that's it.

24 CHAIR ENRIGHT: Thank you. Any other
25 comments from any Commissioners before we close?

1 VICE CHAIR MCARTHUR: No.

2 CHAIR ENRIGHT: Comments from the public? I
3 have no comment cards, so we will continue.

4 Our next meeting is Thursday, May 10th,
5 starting at 3:30 with an executive session and
6 continuing with our regular meeting.

7 Meeting adjourned.

8 (Whereupon, at 5:46 p.m., the proceedings
9 were concluded.)

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BOARD OF COMMISSIONERS
PORT OF PALM BEACH DISTRICT
Regular Board Meeting

- - -

Thursday, May 10, 2018

Port of Palm Beach
One East 11th Street
Riviera Beach, Florida

3:31 p.m. - 3:33 p.m.
and
4:34 p.m. - 5:49 p.m.

- - -

ATTENDING:

Jean L. Enright, Chair
Peyton W. McArthur, Vice Chair
Katherine M. Waldron, Secretary/Treasurer
Blair J. Ciklin, Commissioner
Wayne M. Richards, Commissioner
Manuel Almira, Executive Director
Paul Zielinski, Deputy Director/CFO
José R. Soler, Port Engineer
Carl Baker, Director of Planning
Ken Hern, Sr. Director, Operations, Security,
Facilities, Railroad
Jarra Kaczvara, Sr. Director, Business Development
Gregory Picken, Port Attorney
Donald R. Bicknell, Jr., Port Attorney
Venice Howard, Deputy Clerk
Aidy Alonzo, Public Relations/Media Specialist

1 BE IT REMEMBERED that the following Regular
2 Board Meeting was had at Port of Palm Beach, One East
3 11th Street, Riviera Beach, Florida, on Thursday,
4 May 10, 2018, beginning at 3:31 p.m., with attendees as
5 hereinabove noted, to wit:

6 - - -

7 CHAIR ENRIGHT: The meeting will now come to
8 order, our regular Board meeting of the Port of Palm
9 Beach Commissioners.

10 Clerk, will you please call the role.

11 MS. HOWARD: Chair Jean Enright.

12 CHAIR ENRIGHT: Present.

13 MS. HOWARD: Vice Chair Peyton McArthur.

14 VICE CHAIR McARTHUR: Here.

15 MS. HOWARD: Secretary/Treasurer Katherine
16 Waldron.

17 COMMISSIONER WALDRON: Here.

18 MS. HOWARD: Commissioner Wayne Richards.

19 COMMISSIONER RICHARDS: Here.

20 MS. HOWARD: Commissioner Blair Ciklin.

21 COMMISSIONER Ciklin: Here.

22 MS. HOWARD: Executive Director Manuel
23 Almira.

24 EXECUTIVE DIRECTOR ALMIRA: I'm here.

25 MS. HOWARD: Port Counsel Gregory Picken.

1 MR. PICKEN: Here.

2 MS. HOWARD: We have a quorum.

3 CHAIR ENRIGHT: Thank you.

4 Please let's stand for the Pledge of
5 Allegiance.

6 (Pledge of Allegiance recited.)

7 CHAIR ENRIGHT: Commissioners, we're now
8 going to go into an executive session with our
9 attorneys. Present in the session will be myself,
10 Commissioner Ciklin, Commissioner McArthur,
11 Commissioner Richards, Commissioner Waldron, our
12 attorneys, Mr. Picken, Mr. Bicknell, and our reporter,
13 Ms. Kruger. Let's adjourn.

14 COMMISSIONER Ciklin: You forgot Manny.

15 VICE CHAIR McARTHUR: Manuel.

16 CHAIR ENRIGHT: Oh, and Mr. Almira. How
17 could I forget you.

18 Let's adjourn and go to executive session.
19 Thank you very much.

20 (Whereupon, there was a recess in the
21 proceedings from 3:33 p.m. until 4:34 p.m.)

22 CHAIR ENRIGHT: Our regular meeting will
23 continue.

24 Now I have approval of the minutes,
25 Commissioners. I need someone to approve the minutes.

1 VICE CHAIR McARTHUR: So moved.

2 CHAIR ENRIGHT: I need a second.

3 COMMISSIONER WALDRON: I second.

4 CHAIR ENRIGHT: Thank you. Any discussion?

5 All in favor, please say aye.

6 (A chorus of ayes.)

7 CHAIR ENRIGHT: With Commissioner Richards
8 out of the room.

9 Now let's go down to are there any additions,
10 deletions, presentations and announcements, Mr. Almira?

11 EXECUTIVE DIRECTOR ALMIRA: Sure. We have a
12 five year service award. Unfortunately, she will not
13 be able to make it. That's Amanda LePore.

14 And with respect to the regular agenda,
15 Commissioners, I'd like to withdraw, under District
16 Reports, Government Affairs Report. That's G.3.

17 CHAIR ENRIGHT: G.3?

18 EXECUTIVE DIRECTOR ALMIRA: Postpone until
19 next month.

20 CHAIR ENRIGHT: Thank you. Any others?

21 EXECUTIVE DIRECTOR ALMIRA: That's it.

22 VICE CHAIR McARTHUR: Mr. Almira, would you
23 also give Amanda our congratulations on her recent
24 wedding.

25 EXECUTIVE DIRECTOR ALMIRA: Yes, we will. In

1 fact, we're all invited to -- when is it, the 18th?
2 Not this Friday, the following Friday. It's a
3 little --

4 VICE CHAIR McARTHUR: I thought she already
5 got married. Okay, well, please.

6 EXECUTIVE DIRECTOR ALMIRA: We're invited
7 here for a little luncheon for her.

8 VICE CHAIR McARTHUR: Wonderful.

9 CHAIR ENRIGHT: Can I have a motion for the
10 deletion of G.3?

11 COMMISSIONER WALDRON: Make a motion.

12 CHAIR ENRIGHT: Second?

13 VICE CHAIR McARTHUR: Second.

14 CHAIR ENRIGHT: All in favor, please say aye.

15 (A chorus of ayes.)

16 CHAIR ENRIGHT: Motion carries, four, with
17 Mr. Commissioner Richards out of the room.

18 Consent agenda. Are there any deletions,
19 additions? Any discussion? May I have a motion to
20 accept the consent agenda?

21 VICE CHAIR McARTHUR: So moved.

22 COMMISSIONER WALDRON: Second.

23 CHAIR ENRIGHT: All in favor? Discussion?
24 All in favor, please say aye.

25 (A chorus of ayes.)

1 CHAIR ENRIGHT: Motion carries, four, with
2 Commissioner Richards out of the room.

3 District Report, Mr. Almira.

4 EXECUTIVE DIRECTOR ALMIRA: Thank you. Good
5 afternoon, everyone.

6 I'd like to start with Palm Beach Parking.
7 We received a request from the owner of Palm Beach
8 Parking to negotiate a new parking fee.

9 Currently we have the following structure in
10 place. We currently charge \$19 a day, which brings in
11 \$38 for the two days. From that, Palm Beach Parking
12 gets \$10 to park east of U.S. 1 and \$15 to bring it all
13 the way down to South Port. The line also gets a
14 portion of this. They get \$7. Then everything else
15 comes back to us, of course.

16 What we're trying to determine is what
17 additional cost they are incurring since the arrival of
18 a second ship. We'd like to fully understand and
19 perhaps suggest some changes. Thus far, we have held
20 several meetings with the ownership of the parking, of
21 Palm Beach Parking, and we will continue to analyze the
22 cost structure.

23 COMMISSIONER CIKLIN: I got a question.

24 CHAIR ENRIGHT: Commissioner.

25 COMMISSIONER CIKLIN: How much did you say

1 the cruise line gets?

2 EXECUTIVE DIRECTOR ALMIRA: Seven. It's part
3 of the contract. But --

4 COMMISSIONER CIKLIN: Is that a common
5 practice on most ports, they pay the -- Port Canaveral
6 and Port Everglades, they --

7 EXECUTIVE DIRECTOR ALMIRA: In Miami there's
8 a -- Royal Caribbean actually doesn't allow the Port to
9 get any money. They take it all in. Yes, it is; it's
10 very common.

11 COMMISSIONER CIKLIN: Well, they must own the
12 property then.

13 EXECUTIVE DIRECTOR ALMIRA: It's on Port of
14 Miami property.

15 COMMISSIONER CIKLIN: And they get all the
16 money from --

17 EXECUTIVE DIRECTOR ALMIRA: That is correct.

18 COMMISSIONER WALDRON: They don't pay rent or
19 anything for the property?

20 EXECUTIVE DIRECTOR ALMIRA: No.

21 CHAIR ENRIGHT: So the parking company,
22 they're complaining that they're losing money?

23 EXECUTIVE DIRECTOR ALMIRA: They think that
24 they're losing money. We beg to differ. So we're
25 still continuing to analyze it.

1 CHAIR ENRIGHT: And they receive \$7 per car?

2 VICE CHAIR McARTHUR: Ten.

3 EXECUTIVE DIRECTOR ALMIRA: No, that's the
4 line gets --

5 CHAIR ENRIGHT: Nine per car?

6 EXECUTIVE DIRECTOR ALMIRA: No, no. The line
7 gets \$7. The parking, it gets \$10 if they park on the
8 east side, \$15 when they park on the west side.

9 COMMISSIONER CIKLIN: So how much do we get
10 out of that? What's left over?

11 EXECUTIVE DIRECTOR ALMIRA: Well, out of \$38.

12 COMMISSIONER CIKLIN: Oh, okay, we get
13 whatever.

14 EXECUTIVE DIRECTOR ALMIRA: Sure.

15 COMMISSIONER CIKLIN: Okay. Well, check it
16 out, let us know.

17 CHAIR ENRIGHT: But at other ports, they
18 receive all of the funds and -- but then they --

19 EXECUTIVE DIRECTOR ALMIRA: No, no, no, no,
20 no. Some ports, the one I mentioned in Miami, Royal
21 Caribbean gets 100 percent of the parking. That was
22 part of the deal. I'm not sure what happens with NCL,
23 and I'm not sure what happens with Carnival. In
24 Everglades it depends on where you park. Other ports
25 also allowed the line to, you know, get a percentage or

1 a portion of that parking.

2 VICE CHAIR McARTHUR: Manuel, I don't quite
3 understand. I mean they're getting additional money
4 for every additional car, whether it comes from
5 Classica or whether it comes from the other ship.

6 EXECUTIVE DIRECTOR ALMIRA: Right.

7 VICE CHAIR McARTHUR: I don't quite
8 understand the rationalization that it's more expensive
9 because we have a second ship.

10 EXECUTIVE DIRECTOR ALMIRA: Well, under
11 normal conditions you would say, well, we double our
12 revenue and they double the expense.

13 VICE CHAIR McARTHUR: Right.

14 EXECUTIVE DIRECTOR ALMIRA: But at one point
15 they weren't hiring the same amount of people on an
16 every day basis. They were only doing it on an every
17 other day. So the new ship has come in, and we've been
18 presented with their analysis.

19 Now, Paul has done a fabulous job in
20 dissecting it, and again, we're in the process of
21 finalizing what we think it should be. That may mean
22 that we're going to have to go back to the line and
23 ourselves and see how we can work this thing out so
24 that it would be favorable. We'd really like to find
25 out how much money they're losing, and we don't think

1 it can be that much.

2 CHAIR ENRIGHT: I don't understand how they
3 can lose money at all because --

4 EXECUTIVE DIRECTOR ALMIRA: It's employment.

5 CHAIR ENRIGHT: -- if they have more people
6 parking, then --

7 EXECUTIVE DIRECTOR ALMIRA: It's employment.

8 CHAIR ENRIGHT: -- they're making more money.
9 And then they have the same staff. They just have to
10 hustle a little bit more.

11 EXECUTIVE DIRECTOR ALMIRA: Yes, the
12 intangible is how many cars are coming in. So you have
13 to adjust how many people you have on hand so they can
14 take the car and valet it. They might have overshot by
15 having too many people, but that's the kind of issues,
16 in fact, components that we're looking into.

17 VICE CHAIR McARTHUR: Thank you.

18 EXECUTIVE DIRECTOR ALMIRA: Sure.

19 CHAIR ENRIGHT: Thank you. Continue.

20 EXECUTIVE DIRECTOR ALMIRA: All right. State
21 Road 710. Commissioners, we attended the Riviera Beach
22 City Council meeting back on April the 18th, which was
23 the first of the two required meetings to change the
24 land use for the annex property. A quick reminder that
25 the property was deeded to the Port of Palm Beach in

1 2011 by FDOT, and we're trying very diligently to
2 accomplish this land use change having to do with not
3 only cargo, but also potential parking.

4 Currently the land is designated as utility.
5 We would like to change that to light industrial use.
6 Please don't forget, when FDOT deeded the land, it was
7 understood that the use of the land would predominantly
8 be used for storage of chassis, empty containers and
9 vehicles.

10 We also want to be reminded that we have an
11 interlocal agreement with the City of West Palm Beach,
12 and they concur with the usage of that land. We are
13 actively pursuing the City of Riviera Beach for the
14 land use change. This is still one of three
15 outstanding projects with the City.

16 Now the good news. A meeting was held with
17 Mr. Gerald Ward, along with Mr. McArthur yesterday, in
18 which we thought it was very productive and many good
19 ideas were exchanged, some of which we are already
20 pursuing. What Mr. Gerald Ward emphasized above all
21 was communication, communication, communication with
22 the local communities.

23 He provided some ideas on how and where to
24 pursue fundings and grants for Peanut Island, which I
25 thank him, and which I will be communicating to Eric

1 Call, Parks and Recreation Department head down at the
2 County. Commissioner McArthur, Gerald Ward and I
3 agreed to have additional meetings in the near future
4 so we can continue to dialogue. As we know, in the
5 past some, and particularly Mr. Ward has objected to
6 the use of this annex property for Port. Instead he
7 has voiced strong opinions that this land should be
8 used for the connector between Barack Obama Highway and
9 Broadway.

10 I'm in the process, incidentally, of putting
11 together a document outlining the time line of the
12 events since 1996 to present to illustrate what has
13 happened in the past, where we were and where we are
14 today.

15 Before I go on, I'd just like to mention that
16 he came up with a relative -- I thought it was a very
17 good idea, and that is to explore the possibilities of
18 putting a traffic light right on 11th Street. This
19 traffic light can, in fact, control the traffic. And
20 also, we discussed and talked about the possibility of
21 using 11th all the way out, possibly heading north and
22 then maybe connecting to Obama Highway.

23 Again, good ideas preliminarily. We will
24 continue to discuss and see where we may end up in a
25 positive form. There were other ideas, but for now,

1 those are the ones that I took.

2 Anything else that we have? We talked
3 about -- a little while ago we talked about the need
4 for Berth 17. And what I again would like to remind
5 the Commissioners, when the Classica -- not the one
6 that's out there now, the Classica comes in, the 6-E up
7 here, according to the pilots, that berth should remain
8 open. There shouldn't be any ship there. Why? The
9 vessel, the way it maneuvers, it would be best to have
10 that ship leave its berth and not have any possible,
11 what do you want to call it, intrusions by another
12 ship.

13 To that end, we have had several meetings,
14 not only with the pilots prior to that ship coming
15 here, and also, most recently, with not only the ship's
16 captain, but the owner, or one of the owners of the
17 company. We have been told that the company will
18 continue to explore options of how to accomplish it.

19 I can tell you that Tropical Shipping has
20 really, really come to our assistance. They have tried
21 and have done as much as they possibly can in order to
22 maintain 6-E available. But there will come a day when
23 that may not happen, and then we have to go to plan B,
24 and that's what we're trying to come up with, what is
25 plan B.

1 Are there any questions?

2 COMMISSIONER CIKLIN: Yes. First point is
3 that we should have known that before we allowed the
4 second ship to come in. And I thought that we had the
5 Port pilots here at a meeting before the second ship
6 came in that they said there wouldn't be any problem.
7 Now the ship's here, and now all of a sudden there's a
8 problem. So I don't know whose fault this is, but this
9 is a major inconvenience and a serious cost causing
10 problem that we have.

11 EXECUTIVE DIRECTOR ALMIRA: With respect to
12 what you mentioned, Commissioner, all we did is we
13 communicated that to the shipowner. What was a
14 repeated theme was don't worry about it, we will be
15 able -- our captains will be able to bring that ship in
16 without any inconvenience. Well, the ship has been
17 here for now maybe a month at best. It's still a
18 learning curve.

19 With respect to the pilots, that too has
20 been -- we initiated that meeting not only with the
21 pilots, but also Tropical Shipping, and of course, the
22 ownership. And again, we're working on it. We'll work
23 on it, and I mean like at the end of the day, plan B
24 will always be for them to take on a tug. And that
25 solves just about everybody's problem.

1 COMMISSIONER CIKLIN: All right.

2 EXECUTIVE DIRECTOR ALMIRA: They're trying to
3 do this without having to rely on a tug. Now, my
4 understanding from staff is in the last meeting the
5 captain did say when you have 25 mile an hour gusts,
6 you're going to need a tug, but it's those days that
7 are not 25 miles that, you know, we should be able to
8 navigate it back and forth. We'll come back to you
9 with any progress.

10 Last, but not least, Commissioners, the
11 Providencia Award. Discover the Palm Beaches bestows
12 an annual Providencia Award on businesses that show
13 significant impact on the tourism community through
14 their innovative marketing and public relations.

15 The Port, of course, nominated Bahamas
16 Paradise Cruise Line. That will be tomorrow; that
17 award will be given out tomorrow. By the way, the
18 other two finalists were the Brazilian Court Hotel, and
19 of course, the Palm Beach Zoo and Conservation Society.

20 We're hoping that the Discover the Palm
21 Beaches will nominate or will actually be letting
22 Bahamas Celebrations know that they are the winner, but
23 that will happen, again, tomorrow during their Travel
24 Rally Day on May 11th.

25 All right, I'm going to leave, let José bring

1 you up to date on the dredge. It's good news there.
2 And what else do we have? Just the events that are
3 coming up. Just a word of information, I will be
4 attending the Florida Ports Council's Summer Board
5 Meeting up in Orlando. That's May 23rd, a couple of
6 weeks from now.

7 And that's it for me, unless you have any
8 questions.

9 CHAIR ENRIGHT: No. Thank you very much.

10 EXECUTIVE DIRECTOR ALMIRA: Thank you.

11 CHAIR ENRIGHT: Now I have a card from
12 Mr. Gerald Ward to speak on G.1, which is the comments
13 of Mr. Almira.

14 Mr. Ward.

15 MR. WARD: Good afternoon. Gerald Ward, 2135
16 Broadway in the great City of Riviera Beach.

17 Ms. Howard has my card and also an adequate
18 number of copies of an exhibit, GMW exhibit, which is
19 to document some gum flapping yesterday so that we
20 don't do things and waste time and then somebody says:
21 Well, I didn't remember that.

22 I would have to tell you that there are a lot
23 of solutions that don't cost a lot of money, but
24 obviously, this item was put on as one of five of the
25 Executive Director, and he has six meetings that are

1 more important.

2 But the concept of reconnection of State Road
3 5, United States Highway 1 to State Road 710, when we
4 agreed in the City of Riviera Beach to give up the
5 connection of 8th Street over to U.S. 1 for the
6 construction of Skypass, as we call it today,
7 Ms. Louise Buie's Bridge, I will tell you that we
8 didn't consider going up north to the railroad crossing
9 at the current 13th Street.

10 We believe that you've got to come back down
11 here and use the Port's current entrance. And there is
12 obviously the concept of coming in on 11th Street.
13 There is the concept of using 13th Street to this
14 avenue and coming down directly to it. You have
15 conflicts with the existing Cold Storage in doing that.

16 There are other mechanisms of -- this gate
17 may have backups. I think somebody needs to have
18 current data on how much backup it is for people
19 getting through the gate. So it may very well be
20 relocation of the gate is a simple issue, such that
21 there can be a connection into the existing 8th Street
22 entrance, which connects to State Road 710 and goes to
23 the world.

24 So there are cheap items, and obstruction is
25 yes -- or an opponent, as described in your agenda

1 backup, because you all guaranteed in the time of
2 conceiving the Skypass that we were going to have a
3 reconnection.

4 People have used the minor depression of the
5 latter first decade as, oh, we don't have the traffic.
6 But then how much has the CRA of Riviera Beach ever
7 done with the redevelopment of the area? We've just
8 had nothing but buildings destroyed. All of Spanish
9 Courts is gone. It's vacant land. So we haven't had
10 the new intensity come back.

11 We have six great roads in Rivera Beach, U.S.
12 State highways, three railroads, and we need to
13 maintain access to the Port and the citizens.

14 CHAIR ENRIGHT: Thank you for your comments.

15 VICE CHAIR McARTHUR: Jean.

16 CHAIR ENRIGHT: Mr. McArthur.

17 VICE CHAIR McARTHUR: Mr. Ward, I just want
18 to thank you for giving us your time and your insight.
19 And both Manuel and myself, I know we really
20 appreciated it. All the Board members, I'm sure, would
21 if they had the opportunity to listen to you. Your
22 knowledge and your commitment to the Port of Palm Beach
23 itself are really greatly appreciated. Thank you.

24 MR. WARD: Well, thank you, Commissioner. I
25 think that we have great opportunities for the Port,

1 and you'll hear more about visionary planning under my
2 public comments.

3 CHAIR ENRIGHT: Thank you.

4 Engineering Report.

5 MR. SOLER: Good afternoon, Commissioners.
6 I'll present my Engineering Report for the projects
7 that have been taking place at the Port of Palm Beach.

8 I will start off with Berth 17. Not many
9 changes have taken place since the last Board meeting
10 in April. This week the subcontractor for the site
11 work -- actually yesterday -- came into the Port. He
12 had two guys working on the north side of the bulkhead,
13 north bulkhead, doing some compaction work.

14 Personnel from LMH is working on installation
15 of the timber bumpers on the west side of the bulkhead.
16 They completed the trench drain on the west of the
17 slip. But the upland work has been actually shut down
18 since April the 10th. Subcontractor has not come back
19 to work on the paving area for most of the upland area
20 work.

21 On the water side, the contractor started and
22 completed the demolition of the middle dolphin
23 structure, which we remember that had concrete defects.
24 They completed the removal of the existing concrete and
25 started off with the installation of the steel forms.

1 And as of today, the contractor is still working on
2 installation of the forms. The rebar has not been
3 installed yet since they're still working on the
4 completion of the forms in that area.

5 On the west dolphin structure, the contractor
6 submitted a repair plan that was rejected by AECOM, the
7 engineer of record. It was stated that it had
8 insufficient information to be accepted, so it was
9 rejected.

10 The contractor right now is doing, and they
11 completed yesterday, cores to the structure, which will
12 be analyzed by their contracted engineer. And they
13 have to resubmit, if they are willing to, a new repair
14 plan that needs to be evaluated by AECOM. Those are
15 photos of the cores that were taken out of the
16 structure two days ago.

17 COMMISSIONER RICHARDS: Quick question, may
18 I?

19 MR. SOLER: Yes.

20 CHAIR ENRIGHT: Sure.

21 COMMISSIONER RICHARDS: Thank you. AECOM
22 indicated that the information provided was inadequate.
23 Did they indicate what would be adequate, or should the
24 contractor know what would be required?

25 MR. SOLER: No, they don't indicate it,

1 actually what it will require, so all they said that it
2 wasn't sufficient to render an opinion of efficacy and
3 a proposal of repair. So basically, because it was a
4 visual inspection alone, that's the only thing that the
5 engineer of record -- their engineer, the contractor
6 engineer used to propose a repair. So AECOM indicated
7 that additional information will be required in order
8 to know the extent of the defects and it would be
9 evaluated.

10 COMMISSIONER RICHARDS: Thank you.

11 MR. SOLER: But a visual inspection wasn't
12 enough to meet a repair plan.

13 COMMISSIONER RICHARDS: Along with the cores.

14 MR. SOLER: Now they have their cores. We
15 expect their engineer to evaluate them and resubmit
16 another repair. And we're guessing it will take in
17 consideration the cores that were taken from the
18 structure.

19 COMMISSIONER RICHARDS: Thank you.

20 CHAIR ENRIGHT: Commissioner Ciklin.

21 COMMISSIONER CIKLIN: Have you spoken to
22 AECOM on timing on when -- I mean this has been
23 dragging on. When are they going to give us some
24 information on this?

25 MR. SOLER: We are waiting on the

1 contractor --

2 COMMISSIONER CIKLIN: Well, they're here now.
3 Why don't we just get them up here and let them tell
4 us?

5 MR. SOLER: Yes.

6 COMMISSIONER CIKLIN: Yes, I mean, you know,
7 we need to know, you know, what's their game plan.

8 MR. SOLER: Sure.

9 MS. BRANDON: Good afternoon, Commissioners.
10 Karen Brandon with AECOM.

11 The contractor hired an engineer, a
12 structural engineer out of the Stuart or Port St. Lucie
13 area, and they were the ones that prepared the initial
14 report that was found deficient. So now they -- the
15 onus is on them. They go back to their engineer to
16 analyze the cores and update their report and resubmit
17 that.

18 COMMISSIONER CIKLIN: So I mean is that going
19 to take a day, a year or -- see, my problem is that it
20 just seems like time just keeps on slowly -- nothing's
21 happening with either. You know, and you say it's not
22 your job, they say it's not their job, and we're just
23 sitting here waiting for this project to get done.

24 So what would you suggest that we do to get
25 this thing moving along? That's why we hired you, to

1 kind of help us get this project finished. And now
2 we're a year late, and it just, it seems to me that
3 everything's stuck in the mud. What would you suggest?

4 MS. BRANDON: Well, the cores were just taken
5 this week, I believe Tuesday, two days ago.

6 COMMISSIONER CIKLIN: Okay.

7 MS. BRANDON: And I don't know if LMH is here
8 in the room. I don't know if they've had their
9 engineer come and evaluate them yet. That would be the
10 next step, so --

11 CHAIR ENRIGHT: Commissioner McArthur.

12 VICE CHAIR McARTHUR: Good afternoon. I
13 think what we're trying to say is we would expect and
14 we would appreciate if both AECOM and LMH, whenever
15 possible, given the -- how far we are behind, that we
16 would expedite anything we can --

17 MS. BRANDON: I understand.

18 VICE CHAIR McARTHUR: -- so that we would get
19 these cores tested and get it evaluated and done just
20 as quickly as possible. I think that's what we're
21 asking for everything, not just the cores, but anything
22 that we can expedite. The situation has become
23 difficult, at best. Thank you.

24 MS. BRANDON: Okay, thank you.

25 CHAIR ENRIGHT: Commissioner Richards.

1 COMMISSIONER RICHARDS: The points that my
2 colleagues are making are very important. We're not at
3 a point now where we can accept one entity getting a
4 document, it's on their desk -- and I'm not saying this
5 happened, but saying it's not sufficient. And of
6 course, tell them -- well, maybe we don't tell them
7 what they need.

8 But we're at the point now where we need both
9 entities to be working aggressively together. I'm
10 going to ask our Port staff, our engineer to work with
11 the outside engineer so that when a document is sent,
12 when information is relayed, we're on it, so if we need
13 to push somebody, we need to push them. We're well
14 past the point of tolerating any further delays, so --

15 CHAIR ENRIGHT: Any other comments?

16 Thank you very much.

17 MS. BRANDON: Okay.

18 CHAIR ENRIGHT: Continue.

19 MR. SOLER: So to add something to the cores,
20 the letter, the repair work was rejected on April 24,
21 and it wasn't until two days ago that LMH came in to do
22 the cores. So I know that we are going to expedite the
23 work once we have their engineer evaluate them. We'll
24 get together and find a solution. But some actions had
25 to be taken by the contractor also, and we can just

1 keep pushing far enough for them to do it too.

2 East dolphin structure. We might as well
3 remember that we have four piles that did not meet the
4 requirements of capacity. A modification to the design
5 was done to add two additional piles. We're still
6 working on a proposal that was submitted by the
7 contractor for additional compensation to install the
8 additional two piles, and those are being handled by
9 our attorneys.

10 Are there any additional questions regarding
11 Berth 17? So far, we haven't received an update on
12 when the project is going to be completed, so there's
13 no more that I can add to this project.

14 MOB demolition, demolition and cargo area
15 improvement project. This project is basically the
16 redevelopment of the three acre area where we have the
17 building that we know as the MOB. The project went out
18 for bids in advertisement on April 23rd. The documents
19 were available for contractors to download them and use
20 them for bid proposals.

21 We had a mandatory pre-bid conference meeting
22 held on April 30th at 2 p.m. Seven companies
23 approached the Port and were part of the pre-conference
24 meeting. The final day for submission of bids is on
25 the 23rd of May. And then CH2M Hill, which is the

1 engineer of record through bidding service, and the
2 Port staff will review and evaluate the bids and
3 recommend the Board for award of the contract by the
4 June 21st meeting.

5 Another project that's taking place at the
6 Port at this point is the main rail spur improvement,
7 phase one. González & Son -- they are the awarded
8 contractor -- already started the removal of the track
9 number one. They already prepared the subbase and
10 installed the new concrete tiles and rail. This is the
11 connection of track number one to the existing track.

12 The contractor has already prefabricated the
13 first turnout. That will be installed on Sunday, May
14 20th, which will allow the Port to start using the
15 first track. And then the contractor will move on to
16 do the reconstruction of track number two.

17 Track number one was done on a continuous
18 work for 30 days. Track number two, since it's the
19 main rail that is used by the Port for rail operations,
20 is going to be performed on after hours. So basically,
21 every day after we complete the rail operations, the
22 contractor will come in, do work, and will have the
23 rail available for us to use it by the next day at 6
24 a.m.

25 On the crossing from the rail on Avenue E,

1 the contractor already has installed the electrical
2 equipment for the signaling and gate arms. That is
3 already in place. Today personnel from FP&L were
4 working on the electrical connection, so we hope that
5 by the end of this month, we'll have the signal working
6 on the crossing of Avenue E.

7 The schedule for the project is on time. The
8 project is expected to be completed by the end of
9 August. So by the end of August, we will have the
10 track one and track number two, phase one, completed
11 and in use by the Port.

12 Do you have additional questions regarding
13 the rail?

14 CHAIR ENRIGHT: Any questions, Commissioners?
15 Thank you very much.

16 There is no governmental affairs --

17 VICE CHAIR McARTHUR: Excuse me, Jean.

18 CHAIR ENRIGHT: Go on, I'm sorry.

19 VICE CHAIR McARTHUR: I apologize, José. I
20 thought you were also going to address the emergency
21 dredging.

22 MR. SOLER: Yes. The dredging, the Port
23 requests the Army Corps of Engineers to perform an
24 emergency dredge at the shoaled area in the channel.
25 The Army Corps of Engineers already have signed a

1 budget. They already have the contractor that is going
2 to perform the work. The contractor is completing a
3 project in another port at this point. They're going
4 to finish by the end of May, and then they're going to
5 be mobilizing to the Port. So that's the status as of
6 today.

7 VICE CHAIR McARTHUR: Thank you.

8 CHAIR ENRIGHT: Thank you very much.

9 We deleted the Government Affairs Report.
10 And Mr. Ward gave us a card on that, for G.3, although
11 there's no report because --

12 MR. WARD: Obviously, I -- Gerald Ward, 2135
13 Broadway.

14 Under item E, I think you did delete it,
15 so -- but the point that I have is what's written on
16 the card, that we were to get additional backup. And I
17 could hear over conversation with Mr. Pinsky and the ED
18 that said that maybe it was going to come to you during
19 the meeting. And so I think that it's been deferred
20 till next meeting. So the point is backup needs to be
21 obtained and presented and incorporated in the web page
22 so people can look at it, and if necessary, comment,
23 because Tallahassee affairs are important.

24 CHAIR ENRIGHT: Thank you very much.

25 Commissioner's Report. We'll start with

1 Commissioner Waldron.

2 COMMISSIONER WALDRON: Just an update on the
3 Commerce Park initiative out in the Glades. Carl let
4 me know -- Mr. Baker let me know that the letter we
5 submitted to put the Glades included as an Opportunity
6 Zone site, when Governor Scott submitted it to the
7 Treasury, it made it onto the list. So now the U.S.
8 Treasury has 30 days from April 26th to make a
9 decision. So that's very good news. That will help
10 create business incentives for people to set up shop
11 there.

12 In addition, we had a -- Mr. Baker,
13 Mr. Almira and I had a meeting with the Executive
14 Director of the Transportation Planning Agency to look
15 at potential projects that they could help support us
16 financially in terms of gap funding. And so that
17 meeting went very well, and there's some follow-up
18 around that too.

19 CHAIR ENRIGHT: Thank you very much.

20 Anything from the -- it's not MPO, the new --

21 COMMISSIONER WALDRON: The TPA. That's the
22 TPA that we met with.

23 CHAIR ENRIGHT: Okay.

24 COMMISSIONER WALDRON: They've got -- there's
25 a couple funding opportunities, they're 3 to \$5 million

1 each that we can pursue.

2 CHAIR ENRIGHT: Okay, thank you.

3 Mr. McArthur, anything from the City of
4 Riviera Beach?

5 VICE CHAIR McARTHUR: No, ma'am. Director
6 Almira already covered it. We are in communication
7 with Chair Tonya Davis Johnson, and in fact, just
8 before the meeting I shared a text message with
9 Mr. Almira. She's going to get back with us with some
10 dates, and we hope to speak with her about the three
11 outstanding issues.

12 CHAIR ENRIGHT: Thank you.

13 Mr. Almira.

14 EXECUTIVE DIRECTOR ALMIRA: Commissioners, to
15 follow up on that as well --

16 CHAIR ENRIGHT: Yes.

17 EXECUTIVE DIRECTOR ALMIRA: -- we're also
18 having a meeting with one of the other Councilwomen.
19 Dr. Botel will be here on the 18th of May, and we'll
20 use that as an opportunity to discuss those three open
21 issues.

22 CHAIR ENRIGHT: Excuse me, Mr. --
23 Commissioner Richards.

24 COMMISSIONER RICHARDS: Are we still
25 on Commissioner's Report?

1 CHAIR ENRIGHT: Yes.

2 COMMISSIONER RICHARDS: I had a question. On
3 which item would we discuss the pending litigation,
4 those issues?

5 COMMISSIONER WALDRON: The LMH.

6 CHAIR ENRIGHT: LMH, we will --

7 EXECUTIVE DIRECTOR ALMIRA: It's coming up.

8 COMMISSIONER WALDRON: It's coming up.

9 CHAIR ENRIGHT: It's coming up. We will
10 bring it down --

11 COMMISSIONER RICHARDS: Which item?

12 CHAIR ENRIGHT: -- in number, I guess --

13 COMMISSIONER RICHARDS: I just wanted to make
14 sure it's on here.

15 CHAIR ENRIGHT: -- I.4?

16 EXECUTIVE DIRECTOR ALMIRA: Is it?

17 CHAIR ENRIGHT: When we discuss -- it's not
18 on the agenda.

19 COMMISSIONER RICHARDS: That's my point.

20 VICE CHAIR McARTHUR: Well, should we ask the
21 attorney?

22 CHAIR ENRIGHT: Because we need to go back to
23 add it. It's not there. Hold on.

24 Well, while we're getting that together, we
25 can continue with H.1, Mr. Almira, with Peanut Island

1 update.

2 EXECUTIVE DIRECTOR ALMIRA: Sure. All right,
3 Commissioners, regarding Peanut Island, as we
4 previously -- as I have previously mentioned during our
5 April Board meeting, and I met with Eric Call again,
6 Director of Parks and Recreation, to begin planning for
7 a task force. We both agreed that Karen Marcus should
8 be the committee leader, and we heard from her by her
9 accepting the position.

10 Other participants who we're looking to have
11 in this task would be Chuck Collins, Director of the
12 Marine Industry Association. He was appointed to
13 represent Commissioner Valeche. We will also be
14 reaching out to Mayor Mike -- Vice Mayor Mack Bernard
15 and also to Mark Crosley of FIND.

16 We are currently waiting on a reply from
17 Councilwoman Tonya Davis Johnson to select a member
18 from the City of Riviera Beach. While Councilman T. D.
19 Davis attends our meeting -- attends a meeting, he will
20 also be requesting Councilwoman for his input. In
21 other words, he would like to volunteer for this
22 particular task.

23 One point of interest here, Eric Call will be
24 on vacation till the middle of May. He's enjoying a
25 nice cruise, I understand. And that point is when we

1 plan on getting together and then starting this task
2 force and moving it forward. Any questions?

3 CHAIR ENRIGHT: Thank you very much. We have
4 another card from Mr. Ward on this matter.

5 MR. WARD: Gerald Ward, 2135 Broadway.

6 Well, obviously, Peanut Island is one of your
7 biggest resources and assets. And I pointed out
8 yesterday that the Peanut Island report is certainly
9 not comprehensive in terms of involving people that
10 need to be involved in Peanut Island.

11 The first thing is the material management
12 disposal area. We have been very deficient in making
13 money off that. It's substantially filled. There is
14 no profit coming out of it. Everybody else has -- if
15 you look at FIND's operation process for use of their
16 spoil areas, that's the other common name for a
17 material management disposal area. So somebody needs
18 to get the Port on record to get money from it, sell
19 the materials, get a usage, when need be, from other
20 dredgers and so forth.

21 Number two, anybody that's -- and by the way,
22 that's a federal issue that you have with your
23 contractor. The Corps of Engineers is your public
24 works contractor for that. So it's incorporated in
25 some documents, and anybody that does some planning for

1 Peanut Island in this committee needs to be sure that
2 they know what the feds require.

3 Future land uses need to be considered. Were
4 you all aware that you sent a couple ships within the
5 month down to Lauderdale because you couldn't
6 accommodate them here? Money lost. There's certainly
7 the ability to use the waterfront of Peanut Island for
8 liquid bulk, molasses. Nobody's going to get really
9 excited about having that over there. And we've talked
10 about it since the early seventies, of how we use
11 Peanut Island for Port uses.

12 Lastly, the turning basin expansion. You've
13 got a triangle out here that may produce safety by just
14 cutting it off. It's basically sand. I don't know if
15 you've run aground on it or anybody else. We lost the
16 daymark when the first cruise ferry to Freeport ran
17 aground there. So it's not something that hasn't
18 happened already. It's a safety problem, and it needs
19 to be addressed. And so you can come up with some Port
20 commerce benefits out of it.

21 CHAIR ENRIGHT: Thank you very much.

22 I.1, new business. Contract, MOC landscaping
23 service provider.

24 MR. HERN: Good afternoon, Commissioners.

25 Port staff has requested and received quotes

1 from three service providers for the MOC landscaping.
2 The services include lawn mowing, low shrub and tree
3 trimming, edging and keeping the parking area looking
4 nice. Port staff respectfully requests O'Hara Lawn
5 Service for our provider, with an annual cost of \$9,400
6 and --

7 COMMISSIONER RICHARDS: So moved.

8 VICE CHAIR McARTHUR: Second.

9 CHAIR ENRIGHT: Any discussion? Before we go
10 on --

11 MR. HERN: Yes, ma'am.

12 CHAIR ENRIGHT: Are they here?

13 MR. HERN: In the room?

14 CHAIR ENRIGHT: Yes.

15 MR. HERN: No, ma'am.

16 CHAIR ENRIGHT: Okay.

17 MR. HERN: For this size of a contractor, I
18 really didn't think it would be necessary.

19 CHAIR ENRIGHT: Okay, thank you very much.

20 All in favor, please say aye.

21 (A chorus of ayes.)

22 CHAIR ENRIGHT: Motions carries, five/zero.

23 Thank you.

24 MR. HERN: On this one --

25 CHAIR ENRIGHT: I.2, contract.

1 MR. HERN: I have a guest behind me.

2 Do you have a card?

3 MR. WARD: Yes, I have a card in on that.

4 Madam Chair, Gerald Ward, 2135 Broadway.

5 Very briefly, that's a 15 year, decade and a
6 half old Court Order, Final Order that provides for the
7 entrance, 11th Street and also Avenue C. I happen to
8 have been involved in it. But that's your front door,
9 so that's one of the more important subcontracts of the
10 Port to make people feel like it's great for Rivera
11 Beach and it's good looking. So administer it
12 properly.

13 CHAIR ENRIGHT: Well, Mr. Ward, I'm sure that
14 they will do an outstanding job. I feel confident they
15 will.

16 MR. WARD: But we haven't had continued
17 progress on that. Sorry.

18 CHAIR ENRIGHT: Well, the company that we're
19 going to hire will do an outstanding job, I feel
20 confident. Thank you.

21 All in favor? We already voted for it?

22 COMMISSIONER WALDRON: Yes.

23 CHAIR ENRIGHT: We voted for it, right?

24 COMMISSIONER WALDRON: Yes, we did.

25 CHAIR ENRIGHT: Thank you. Go on.

1 MR. HERN: Also, that will look really nice
2 once we get our fence completed, fence project, which
3 is planned for the end of this month.

4 CHAIR ENRIGHT: Thank you. I.3.

5 MR. HERN: Track repair service provider.
6 Port staff has advertised and received proposals for
7 track repair services to maintain the Port's rail
8 system. We had an evaluation committee of myself, Carl
9 Baker, and our Train Master, Al Fawcett. The results
10 reflected Southern National Track as the provider of
11 choice.

12 In this item we're requesting that you waive
13 one minor technicality for Southern National Track, who
14 submitted their proposal via e-mail, approve Southern
15 National Track as our service provider and authorize
16 the Executive Director to execute the documents.

17 VICE CHAIR McARTHUR: So moved.

18 COMMISSIONER RICHARDS: Second.

19 CHAIR ENRIGHT: Discussion? None. All in
20 favor, please say aye.

21 (A chorus of ayes.)

22 CHAIR ENRIGHT: Motion carries, five/zero.
23 Thank you.

24 Next.

25 MR. HERN: Okay, approval of

1 VesselTracker.com agreement. I don't know if you've
2 seen this one before, but it is an online system that
3 tracks all ships in the world, and it also tracks where
4 they've been. VesselTracker is requesting to utilize
5 the MOC roof to install a GIS antenna. VesselTracker
6 is a worldwide maritime vessel tracker system. This is
7 a no charge to the Port. All they're requesting is
8 that we use the labor to install the antenna.

9 VICE CHAIR McARTHUR: So moved.

10 CHAIR ENRIGHT: Second?

11 MR. HERN: And we get full access to the
12 system.

13 CHAIR ENRIGHT: Oh, wonderful.

14 COMMISSIONER RICHARDS: Second. I have a
15 question. As you know, post hurricane and post severe
16 weather, at times we have to perform certain repairs.
17 You've been great at that. Do we have the flexibility
18 to do that --

19 MR. HERN: Yes, we do. Actually, during the
20 last, the refurbishment of the roof, I actually had
21 special mounts installed to the roof --

22 COMMISSIONER RICHARDS: Great.

23 MR. HERN: -- to make sure that that doesn't
24 happen again. We're not actually making any
25 penetrations; we're utilizing the existing structures.

1 COMMISSIONER RICHARDS: Thank you, Ken.

2 CHAIR ENRIGHT: Thank you. That's a job well
3 done.

4 We need to vote. All in favor?

5 (A chorus of ayes.)

6 CHAIR ENRIGHT: Motion carries, five/zero.
7 Thank you.

8 MR. SOLER: Commissioners, I.4, which is
9 consideration of AECOM work order, amendment number
10 five, this is related to Berth 17. Berth 17, the
11 original project date was July of '17. It has been
12 continuously delayed.

13 AECOM already has four amendments to the work
14 order, which it takes them to provide construction
15 engineering services through February 2018. This
16 amendment will allow AECOM to continue with the
17 services from February through September 2018. The
18 September '18 date was based on the last update
19 submitted by the contractor in which they indicated
20 that the substantial completion date of the project was
21 going to be by the end of August. They allowed two
22 additional weeks for project closeout.

23 The extension for engineering services
24 through September is for the total amount of \$269,000.
25 And in addition to that, they are including \$11,722 for

1 the redesign of dolphin structure number three, which
2 is the eastern dolphin structure, which required two
3 additional piles to be installed in order to meet
4 capacity.

5 The total amount of this amendment, amendment
6 number five, is for the amount of \$281,251, and we
7 respectfully request the Board to approve amendment
8 number five for AECOM's work order.

9 CHAIR ENRIGHT: Motion? Do I have a motion?

10 COMMISSIONER CIKLIN: I have a question.

11 MR. SOLER: Yes.

12 COMMISSIONER CIKLIN: Could someone just
13 briefly tell me what all this money goes for? I mean
14 it seems like a lot of money to redesign. I mean
15 obviously, someone screwed up in the beginning on the
16 design, and it certainly wasn't the Port's fault. And
17 why are we paying for redesigning something that was
18 wrong in the first place? So maybe somebody from AECOM
19 or --

20 CHAIR ENRIGHT: Ms. Brandon.

21 COMMISSIONER CIKLIN: -- somebody can tell me
22 where all this money goes to. I mean it just seems
23 that it's to their benefit to keep this going forever,
24 so --

25 MS. BRANDON: Commissioners, the \$11,000 was

1 work that AECOM did at the direction of the Port to go
2 ahead in order to expedite the completion of that
3 eastern dolphin, to add two additional piles. So it
4 was a result of the four piles that were installed not
5 meeting design capacity.

6 VICE CHAIR McARTHUR: But wasn't that your
7 responsibility --

8 MS. BRANDON: No, it was not.

9 VICE CHAIR McARTHUR: -- the design?

10 MS. BRANDON: Per the -- I'm sorry.

11 VICE CHAIR McARTHUR: Wasn't the design
12 faulty? The design did not meet the capacity.

13 MS. BRANDON: No. Based on the geotechnical
14 information, and also an analysis performed by the
15 contractor's geotechnical engineer that was submitted,
16 it was the piles should have met capacity based on that
17 information.

18 VICE CHAIR McARTHUR: But they didn't.

19 MS. BRANDON: They did not. But the contract
20 documents are very specific that it's the contractor's
21 responsibility to meet that design capacity.

22 CHAIR ENRIGHT: Commissioner Richards.

23 COMMISSIONER RICHARDS: Okay, so the contract
24 provided that it was the contractor's responsibility to
25 meet the loads, notwithstanding -- I don't want to talk

1 too much. I'm not going to ask anything. I'm done.

2 I'm sorry.

3 CHAIR ENRIGHT: I guess my concern, I'm
4 concerned with the project, the whole project. If
5 we're giving away now \$281,251, Mr. Zielinski, where
6 does that put us now? Because we had not calculated
7 giving them that money from the beginning. Am I
8 correct? This is a --

9 MR. ZIELINSKI: No, this would be in
10 addition.

11 CHAIR ENRIGHT: This is an add-on.

12 MR. ZIELINSKI: Yes, ma'am.

13 CHAIR ENRIGHT: So it has increased their
14 amount now by how much money, I mean with all the other
15 change orders, maybe a million dollars now?

16 MR. ZIELINSKI: I think that --

17 CHAIR ENRIGHT: They've changed it so many
18 times, added so many --

19 MR. ZIELINSKI: José, the total is now about
20 a million and a half dollars?

21 MR. SOLER: The total for AECOM --

22 CHAIR ENRIGHT: Change orders.

23 MS. BRANDON: Oh, in change orders.

24 CHAIR ENRIGHT: AECOM change orders. Just
25 give me a --

1 MR. SOLER: 1.5 million.

2 CHAIR ENRIGHT: We've had over --

3 MS. BRANDON: For a total.

4 MR. SOLER: For total.

5 MS. BRANDON: Total.

6 MR. SOLER: Including this amendment, we will
7 go -- the contract for AECOM will go to \$1,500,000.

8 COMMISSIONER WALDRON: So what amount is
9 change orders?

10 MR. SOLER: The original contract was
11 \$800,000. And we have amendment number one, which was
12 the redesign of the dolphin structure -- I mean for the
13 piles for the dolphin structure was \$23,000, which
14 should be credited by the contractor to us, so that
15 will be a net cost for the Port for zero.

16 Then we have amendment number two, which is
17 extend the services for AECOM from July to December for
18 \$165,000. And then in addition to that, we'll come to
19 February with an additional \$58,075. So the additional
20 \$281,000 that were up to date increase the amendments
21 for a total of \$602,000 from the original contract.

22 MS. BRANDON: So just to be clear, this is
23 for full-time engineering and construction services.
24 The contractor's delays are not in our control, so
25 we're extending our full-time services. If the Port

1 chooses, they can reduce the scope of services if they
2 don't feel they need our continued services or want to
3 reduce it to a part-time basis, if that's how you feel
4 is best.

5 CHAIR ENRIGHT: Commissioner Richards, and
6 then I'll go to Commissioner --

7 COMMISSIONER RICHARDS: So just to follow up
8 with Commissioner Ciklin's comments, I just want to
9 understand the full-time services. Exactly how many
10 people are working full time on the Port on this
11 project, because 269,000 to take us through September
12 1st, I think you -- was that, José, September 1st?

13 MS. BRANDON: From February through
14 September.

15 MR. SOLER: February through September.

16 CHAIR ENRIGHT: So how many full-time people
17 do we have, and exactly what's being done for the
18 full-time services?

19 MS. BRANDON: Full time is a construction
20 inspector in the field full time. And then in addition
21 to that, you have my services part time. On a, you
22 know, weekly basis I average eight hours to ten hours a
23 week. We have a secretary that has a couple hours a
24 week. We're still receiving shop drawings, submittals
25 and RFIs on a weekly basis.

1 In addition to that, we have John Carroll,
2 who's the engineer of record. So we still have the two
3 additional piles that need to be driven. We still have
4 the concrete pours that will need to be done on the
5 eastern dolphin and the middle dolphin, the re-pour.
6 And so we have time in there for John Carroll, as well
7 as a project scheduler, because we've been doing
8 detailed schedule analyses to support the Port's
9 position on the contractor's delays.

10 CHAIR ENRIGHT: I just want to say one thing.
11 But this is a change order. Change order, to me, means
12 that something has gone wrong and you need to correct
13 something. Am I correct?

14 MS. BRANDON: No. This is an extension of
15 services because of the contractor's delays. So we're
16 extending our services. We're paid on a time and
17 materials basis, so we don't charge you for anything
18 that we're not going to do, you know. So if by chance
19 they complete early, we won't expend this budget. But
20 it's not a change order because of anything other than
21 extending the services to cover the Port from an
22 engineering and a construction services inspection
23 standpoint.

24 If you, like I said, if you feel that those
25 services full time are not necessary, then we can

1 reduce the scope at this point.

2 CHAIR ENRIGHT: Commissioner McArthur.

3 VICE CHAIR McARTHUR: I think you can see the
4 reluctance and frustration of this Board with this
5 project. I think that's what we're expressing now.

6 I guess I would just like to ask: Staff
7 supports this and staff thinks we need to do this, we
8 need these services?

9 EXECUTIVE DIRECTOR ALMIRA: Madam.

10 CHAIR ENRIGHT: Of course.

11 EXECUTIVE DIRECTOR ALMIRA: I think we ought
12 to bring this back. Let us look into this, as we have
13 in the past, and then bring it back in the month of
14 June.

15 COMMISSIONER RICHARDS: I like that.

16 VICE CHAIR McARTHUR: Okay.

17 CHAIR ENRIGHT: Because this will not delay
18 anything if we kick it for another month. Am I
19 correct?

20 EXECUTIVE DIRECTOR ALMIRA: It shouldn't.

21 MS. BRANDON: The only thing is that we've
22 been working since the middle of February with no
23 executed work order, so --

24 CHAIR ENRIGHT: So José, your take on it is?
25 What's your take?

1 MR. SOLER: My opinion as the Port Engineer,
2 based on the issues that we have had at the project
3 site, I would not recommend the contractor to continue
4 with a full-time inspector on the job site.

5 CHAIR ENRIGHT: So you would recommend that
6 we approve this change order?

7 MR. SOLER: We need to have construction
8 services to the project. The project's been delayed,
9 and it's something that is going to be determined. We
10 have not determined who's responsible for it, but until
11 that point comes, we need to have somebody to be there.
12 So yes, I recommend to have inspection services through
13 the completion of the project.

14 CHAIR ENRIGHT: Because now you're saying
15 that we will be delayed even further.

16 COMMISSIONER RICHARDS: Well, that's not what
17 he said.

18 CHAIR ENRIGHT: Commissioner.

19 VICE CHAIR McARTHUR: In anticipation that we
20 may be coming back next week, could we just delay this
21 one week?

22 EXECUTIVE DIRECTOR ALMIRA: Commissioners,
23 that was suggested by one of our attorneys. My
24 question to AECOM is: Will they be in a position to
25 negotiate with us in such a short time? If the answer

1 is yes, absolutely, we'll will bring it back.

2 COMMISSIONER RICHARDS: Well, I think I would
3 hope so, because we hear there's not a lot of activity
4 on the site, and we have a full-time person, at who
5 knows how many hundreds of thousands of dollars per
6 year. So I'm not -- I don't think we're going to
7 support a full-time person there with the current level
8 of activity. So let's come back, maybe next week, and
9 talk about this.

10 CHAIR ENRIGHT: We're back to the question:
11 Do you think that AECOM will be able to work with our
12 Executive Director in the next five to six days --

13 MS. BRANDON: Yes.

14 CHAIR ENRIGHT: -- someone there? I know we
15 received a letter from one of your top engineers. But
16 since she will not be available, do you think that
17 someone else can work with us --

18 MS. BRANDON: Yes, of course.

19 CHAIR ENRIGHT: -- in the next six days?

20 MS. BRANDON: Yes, we can work with you.

21 CHAIR ENRIGHT: Thank you.

22 VICE CHAIR McARTHUR: A motion to postpone
23 this item then.

24 COMMISSIONER WALDRON: Second.

25 CHAIR ENRIGHT: Postpone it.

1 COMMISSIONER RICHARDS: Or continue it to --

2 CHAIR ENRIGHT: Continue it to --

3 VICE CHAIR McARTHUR: Next Wednesday.

4 COMMISSIONER RICHARDS: Our next meeting.

5 VICE CHAIR McARTHUR: The next meeting.

6 CHAIR ENRIGHT: Our next meeting. Continue
7 to our next meeting.

8 COMMISSIONER RICHARDS: Right. Madam Chair.

9 CHAIR ENRIGHT: Yes.

10 COMMISSIONER RICHARDS: Well, let's finish
11 with this motion, and then I'm going to have another
12 one. I second it.

13 CHAIR ENRIGHT: Second?

14 COMMISSIONER WALDRON: Wait. The motion is
15 to continue --

16 VICE CHAIR McARTHUR: Continue.

17 CHAIR ENRIGHT: Continue this until our next
18 meeting.

19 COMMISSIONER RICHARDS: To our next meeting.

20 COMMISSIONER WALDRON: Okay.

21 COMMISSIONER RICHARDS: Second.

22 CHAIR ENRIGHT: All in favor, please say aye.

23 (A chorus of ayes.)

24 CHAIR ENRIGHT: Motion carries, five/zero.

25 Now Mr. Richards.

1 COMMISSIONER RICHARDS: Is it appropriate to
2 add an item to the agenda at this point?

3 CHAIR ENRIGHT: It's not really adding an
4 item. It's a continuation of the AECOM work order and
5 of the specific work that's being done with AECOM. Am
6 I correct, Mr. Picken?

7 COMMISSIONER RICHARDS: Well, I wish to
8 modify the agenda to discuss the pending litigation.

9 MR. PICKEN: Yes.

10 COMMISSIONER RICHARDS: Okay, I move that we
11 modify the agenda by adding the LMH --

12 COMMISSIONER WALDRON: I second.

13 COMMISSIONER RICHARDS: -- litigation for
14 discussion.

15 COMMISSIONER WALDRON: I second.

16 CHAIR ENRIGHT: Discussion.

17 COMMISSIONER CIKLIN: Why isn't that on the
18 agenda already?

19 MS. HOWARD: Can we make a motion, please?

20 COMMISSIONER WALDRON: I second.

21 CHAIR ENRIGHT: All in favor, please --

22 COMMISSIONER CIKLIN: We have a second.

23 CHAIR ENRIGHT: We have a second. All in
24 favor, please say aye.

25 (A chorus of ayes.)

1 CHAIR ENRIGHT: I understand what you're
2 saying --

3 COMMISSIONER RICHARDS: Okay. So, and that's
4 to be held after the AECOM item, so that's right now.

5 CHAIR ENRIGHT: Right, right now.
6 Mr. Richards.

7 COMMISSIONER RICHARDS: So with that, the LMH
8 litigation for discussion.

9 CHAIR ENRIGHT: Yes.

10 COMMISSIONER RICHARDS: Okay. I want to make
11 sure we --

12 CHAIR ENRIGHT: Mr. --

13 COMMISSIONER RICHARDS: Yes, I'll -- well,
14 does counsel -- I mean I'm prepared to speak. Does
15 counsel want to say anything, or should I simply move
16 forward? I want to move forward.

17 I understand we have a contractual date
18 coming up with LMH. I move that with the consent of
19 LMH, we push back the current due date of the Port's
20 next payment to the contractor from its current date to
21 May 21st. That is the motion for discussion. There
22 needs to be a second.

23 CHAIR ENRIGHT: I need a second.

24 COMMISSIONER WALDRON: I'll second that.

25 CHAIR ENRIGHT: Second for discussion.

1 MR. BICKNELL: If I could speak before the
2 Board votes so that the record is clear. Don Bicknell,
3 Gary, Dytrych & Ryan, Port attorneys.

4 I would ask the Board to continue this
5 hearing and also our executive session. And I'm asking
6 for an executive session, the continuation of the one
7 today until next Wednesday, that you continue the Board
8 meeting and the executive session, and that we have
9 a -- we continue the executive session next Wednesday
10 to further -- to discuss and get guidance and direction
11 from the Board in the LMH litigation case contingent
12 on, and I've had discussions with counsel for LMH, and
13 it is my understanding that they are going to agree, as
14 Commissioner Richards has moved on the record, that
15 they agree that the due date for payment by the Port
16 for their November payment application will be
17 postponed until May 21st, and that they agree that the
18 payment, the November payment application is not due
19 until May 21st by the Port.

20 And in conjunction with that, when
21 Mr. Bustamante confirms that, which he has to me, I'm
22 going to ask that you continue this hearing along with
23 the executive session till next Wednesday for us to
24 discuss that pending lawsuit.

25 CHAIR ENRIGHT: Thank you. But we need to

1 now --

2 VICE CHAIR McARTHUR: We need to hear from
3 him.

4 CHAIR ENRIGHT: Hear from him.

5 MR. BUSTAMANTE: Good afternoon,
6 Commissioners. Nice to be here.

7 As Mr. Bicknell indicated, we have had
8 discussions -- and my name is Nestor Bustamante,
9 attorney for LMH. And we are in agreement to extend
10 the due date from what would have been this Monday
11 until May 21st, with the understanding that this will
12 be at this point taken up again next Wednesday and
13 we'll address it then.

14 CHAIR ENRIGHT: Thank you very much.
15 Any questions?

16 MR. BUSTAMANTE: Thank you, Madam.

17 CHAIR ENRIGHT: Commissioner.

18 VICE CHAIR McARTHUR: And just to the --
19 we're going to continue next Wednesday. Could we
20 specify the time? Is it 3:30, is it 4?

21 CHAIR ENRIGHT: It is 3:30, because we will
22 continue our executive session and continue everything.

23 VICE CHAIR McARTHUR: Okay.

24 MS. HOWARD: And just to confirm, this is --
25 just to clarify, this is going to be a special meeting

1 next Wednesday, the 16th?

2 CHAIR ENRIGHT: Yes.

3 COMMISSIONER WALDRON: At 3:30?

4 COMMISSIONER RICHARDS: It's a continuation
5 of --

6 VICE CHAIR McARTHUR: It's a continuation of
7 this meeting.

8 CHAIR ENRIGHT: Continuation of the current
9 meeting.

10 MR. PICKEN: That would be a continuation of
11 the current meeting. It would not be a --

12 CHAIR ENRIGHT: Special.

13 MR. PICKEN: -- new meeting. But it would be
14 helpful if you published it, but publish it as a
15 continuation of this meeting.

16 COMMISSIONER CIKLIN: So don't adjourn this
17 meeting.

18 CHAIR ENRIGHT: Right, I know that; I know
19 that. I won't do that. I know that.

20 COMMISSIONER RICHARDS: Just for clarity,
21 Madam Chair, so my motion was consistent with that,
22 that I'm moving to continue the executive session and
23 this hearing, pending following item L, not now, but
24 following item L, to May 21st. I'm also -- my motion
25 was also to extend the payment application due date

1 from the Port, consistent with both attorneys'
2 discussion, to May 21st.

3 CHAIR ENRIGHT: Mr. Richards, Commissioner
4 Richards, the meeting is May 21st -- no, the meeting is
5 May 16th.

6 COMMISSIONER WALDRON: Right.

7 CHAIR ENRIGHT: You said both of them as the
8 21st. The meeting is the 16th, and we're going to
9 extend the payment until the 21st.

10 COMMISSIONER WALDRON: To the 21st.

11 COMMISSIONER RICHARDS: Thank you; thank you.
12 Thank you for the clarification. That's the amended
13 motion. Thank you.

14 CHAIR ENRIGHT: Yes, thank you. All in favor
15 of the motion --

16 COMMISSIONER WALDRON: I'll second.

17 CHAIR ENRIGHT: -- please say aye.

18 COMMISSIONER WALDRON: I'm seconding.

19 CHAIR ENRIGHT: Second. Motion carries,
20 five/zero. Thank you very much.

21 MR. BUSTAMANTE: Thank you, Commissioners.

22 CHAIR ENRIGHT: Thank you very much.

23 COMMISSIONER RICHARDS: Thank you.

24 CHAIR ENRIGHT: Let's continue with -- I have
25 a card, I.5. Go on.

1 MR. HERN: Okay, Commissioners, I.5,
2 hurricane preparedness and recovery efforts. I had a
3 very long explanation for this typed out, but Venice
4 said she was going to time me out with the three minute
5 timer, so I'm just going to talk to this a little bit.

6 You know, since I've been here since 2000,
7 we've had 27 hurricanes that have come through the
8 Port, 36 tropical storms. Each time we go through one
9 of these, we get a issued a Captain of the Port Order
10 to shut the Port. We go through our zulu, x-ray,
11 whiskies, and then we end up shutting down the Port.

12 Most cases, the situation isn't severe
13 enough, so it's normally just a training exercise,
14 close the Port, get it open, get it going again. But
15 in times when there's heavy winds, heavy damage, you
16 know, we have boats that get thrown around the inlet,
17 around the turning basin, things of that nature.

18 The process for reopening the Port when the
19 winds are that severe is that, you know, the Coast
20 Guard requires a hydrographic survey by the Army Corps
21 of Engineers. And normally the Army Corps of
22 Engineers, you know, even though we've had numerous
23 discussions with them prior to hurricane season, the
24 boat is on the other side of the state, the boat is
25 needed down in Miami. There may be some political

1 things in Tallahassee where assets are sent to
2 different locations, even though they're promised to
3 us.

4 And it's happened year after year after year.
5 And that actually delays this Port being open. Again,
6 priority is given to Everglades, Miami. Oh, we got
7 fuel, we got fuel. They have cruise passengers; we
8 have cruise passengers.

9 What really bothers me about this is a lot of
10 the islands that are impacted by these storms prior to
11 them getting here receive food, medical supplies and
12 everything else from us, okay.

13 And the last one that really just sent me
14 over the edge was I saw an Army Corps boat going down
15 I-95 when I was on my way to work, and they didn't come
16 here, they just kept going down to south Florida. And
17 there's also a financial impact to industry as well,
18 you know, almost \$15 million per day that we're closed.

19 So Mr. Almira and I did some brainstorming on
20 trying to figure out how to resolve this issue. We
21 also sought counsel from, you know, numerous
22 discussions with the Coast Guard, numerous discussions
23 with the Army Corps, and we actually reached out to
24 Rick Morrell, who was a real driving force for
25 hurricane response to the islands.

1 The only solution we've identified that we
2 can come up with is to cut the Army Corps out of the
3 response and actually take it over for ourselves.

4 What I've been doing is working with some
5 engineering companies and the Coast Guard to actually
6 mirror exactly what the Army Corps of Engineers is
7 doing. We've gone so far as asking the Army Corps:
8 How many more boats do you need to do the entire state
9 at the same time? We will go to Washington and find
10 you the money. They reject -- they're saying no, we
11 don't need that. Their reasoning, in my --

12 (Whereupon, a timer sounded.)

13 MR. HERN: I asked for that; I asked for
14 that.

15 You know, I really think they're worried
16 about the sustainability of all the boats and all the
17 people that they need, that they don't want to carry
18 that burden throughout the years in the future.

19 So again, you know, looking at it, I'm like,
20 okay, we need to find an engineering survey crew that
21 can do this in a cost effective manner, immediately get
22 out there, get it done, get the right information to
23 the Coast Guard, get us back open within a 24 hour
24 period.

25 I think we're there. We've -- again, working

1 with the Coast Guard, we've identified a couple of
2 survey companies that do this stuff. Marlin
3 Engineering has been identified. And we've actually
4 created three different layers of it, so if the first
5 group can't go, the second group can. If the second
6 group can't go, we have a third option. So we have
7 multiple options to immediately respond after the
8 storm.

9 The reason I'm presenting this to you today
10 is because we're not quite ready to present the
11 contracts, but we have hurricane season starting in a
12 couple of weeks, which is June 1st, so we're really
13 wanting to push this forward. So basically, I wanted
14 to give you a brief on what we're doing, get guidance
15 on whether to continue. But I'm basically requesting
16 approval to move forward with this project and to
17 authorize the Executive Director to make the decisions
18 based on the information we're getting back from our
19 consultants. And we'll bring that back for
20 ratification.

21 So you're aware, if we are to do this
22 ourselves, the actual cost to do this per hurricane
23 season, if we only have two storms, is just over
24 \$25,000. And we're actually losing \$150 million a day.

25 COMMISSIONER CIKLIN: Need a motion, or what

1 are we --

2 MR. HERN: Just guidance from you right now,
3 and we'll bring it back for ratification.

4 CHAIR ENRIGHT: I need a motion.

5 COMMISSIONER WALDRON: I'll make a motion to
6 proceed, for them to proceed.

7 COMMISSIONER RICHARDS: Second.

8 CHAIR ENRIGHT: Motion has been properly made
9 and seconded. All in favor, please say aye.

10 (A chorus of ayes.)

11 CHAIR ENRIGHT: Motion carries, five/zero.

12 MR. HERN: Thank you very much.

13 COMMISSIONER CIKLIN: I've got a question for
14 you.

15 MR. HERN: Yes, sir.

16 COMMISSIONER CIKLIN: Do you have any idea
17 approximately how many ships are moored out in the --
18 near the turning basin? Remember last year we had
19 three or four? Are there still a lot of ships out
20 there?

21 MR. HERN: Yes, there's still a lot of
22 moorings out there. There has been discussion in
23 Tallahassee. Actually, we've created some
24 recommendations that have gone up there for discussion
25 as well.

1 Right now in the state, under State law, they
2 can moor within 300 feet of our Port, which is nothing
3 in a hurricane with 100 mile an hour winds. It's line
4 of sight. We're looking at some of the line of sight
5 issues. The Governor had signed a law that basically
6 said the 300 feet last year, which was considered a
7 victory. We're going a little bit farther than that,
8 so we still need our groups to work on that a little
9 bit more.

10 COMMISSIONER CIKLIN: So in other words,
11 there's still a lot of the ships out there that if a
12 hurricane comes, these people are just going to leave
13 them and see what happens?

14 MR. HERN: Yes. But, you know, one thing
15 about being a Port, we're really good at moving stuff.
16 We had a lot of stuff in our slips. We got it moved
17 really quick.

18 COMMISSIONER CIKLIN: Right. Okay.

19 MR. HERN: You know, I didn't really play
20 with the stuff on Peanut Island because it really
21 wasn't a hazard to navigation. And you know, dealing
22 with FEMA in relation to the last two storms, financial
23 issues are out there as well.

24 COMMISSIONER CIKLIN: Okay. Well, you did
25 say there probably won't be any hurricanes this year,

1 so --

2 MR. HERN: I forbid it. I'm telling you, two
3 hurricanes year after year, I forbid it.

4 COMMISSIONER CIKLIN: Okay, thank you.
5 Appreciate it.

6 CHAIR ENRIGHT: Thank you.

7 Mr. Ward gave me a card. I have a card, I.5.

8 MR. WARD: Again, Gerald Ward, 2135 Broadway.
9 Well, obviously, this was an add-on item, and
10 I got excited by saying -- and actually had this
11 drafted, if you look at item two, five and item four,
12 which is really on point to this issue.

13 And number five is the coordination with
14 FIND. FIND has excellent consultants that will
15 probably also do things on a timely basis. Item two is
16 the realtime monitoring that needs to be brought into
17 this Port compared to Tampa. We did that late in the
18 last century with NOAA, and there are a lot of the
19 things that if somebody worked on it.

20 So Port operations of the Port needs to start
21 controlling. I mean the pilots are a tenant. The
22 Tropical is a tenant. All of these folks are looking
23 at making things better, and we need to start having
24 the Port in command. And obviously, the Corps of
25 Engineers is part of our lowest level of government,

1 and they're your contractor. So you either get them in
2 line, or as he said, get rid of them.

3 CHAIR ENRIGHT: Thank you very much.

4 Do we have any comments from Commissioners?
5 I'll start with Commissioner Waldron.

6 COMMISSIONER WALDRON: No, I'm fine; I'm
7 good.

8 CHAIR ENRIGHT: Commissioner Richards.

9 COMMISSIONER RICHARDS: Nothing, thank you.

10 CHAIR ENRIGHT: Commissioner.

11 VICE CHAIR McARTHUR: None.

12 CHAIR ENRIGHT: Commissioner.

13 COMMISSIONER CIKLIN: (Shakes head.)

14 EXECUTIVE DIRECTOR ALMIRA: Chair.

15 CHAIR ENRIGHT: Comments from the -- wait a
16 minute. I was given another card. A Mr. A-C-R-F
17 organization, o-r-g, is he here? Someone gave me a
18 card. O-r-g? A-C-R-F-F org.

19 COMMISSIONER WALDRON: Oh, that's the
20 Haitian --

21 UNIDENTIFIED SPEAKER: Yes, she left.

22 CHAIR ENRIGHT: She left? Okay. But that's
23 it.

24 Do you have another comment?

25 EXECUTIVE DIRECTOR ALMIRA: I have a point of

1 clarification. We're having a meeting next Wednesday
2 to -- it's a continuation of this meeting.

3 CHAIR ENRIGHT: Yes.

4 VICE CHAIR McARTHUR: Yes.

5 EXECUTIVE DIRECTOR ALMIRA: All right. So
6 it's not a special meeting.

7 CHAIR ENRIGHT: No, no, it's not --

8 EXECUTIVE DIRECTOR ALMIRA: It is a
9 continuation.

10 CHAIR ENRIGHT -- no, it is not.

11 EXECUTIVE DIRECTOR ALMIRA: Thank you.

12 CHAIR ENRIGHT: You made your comment. You
13 have another one?

14 Mr. WARD: I have item J, which is -- that
15 was -- we got through Mr. Hern's item, which was the
16 add-on item.

17 CHAIR ENRIGHT: So you want another. Okay,
18 go on.

19 MR. WARD: Item J is comments by the public.
20 Gerald Ward, 2135 Broadway.

21 Obviously, I put a card in on C, and I've
22 been chewed out by members of the audience that said:
23 Why don't you speak out on the Berth 17 contract? And
24 I've made some comments, agitated other people that
25 said my stuff is minor.

1 But the deal is you really do need to use
2 these closed executive sessions to do what three of you
3 started in an item, I think, dealing with AECOM's
4 contract. Commissioner Ciklin and McArthur and
5 Richards all raised the question of things that need to
6 be discussed in the closed executive session. It gets
7 recorded. It's public at some time in our lives. So
8 that's when you can be more effective.

9 And you started some conversation that you
10 need to get your lawyers functioning. They have filed
11 eight requests for extension of time to file merely an
12 answer to a court proceeding that was filed almost a
13 year ago next week or so, I think the 17th of the
14 month. So that's obnoxious.

15 And I was at the court this morning.
16 Mr. Soler has a suit on and somebody made a comment how
17 he looked nice in a suit. Well, I had to go get a suit
18 on this morning, but I took it off to come and see you.
19 So the point is the judicial system just kicked the can
20 down the road this morning, and somewhere you guys are
21 going to have to stop kicking the can down the road and
22 get some production.

23 COMMISSIONER RICHARDS: May I?

24 CHAIR ENRIGHT: Commissioner Richards.

25 COMMISSIONER RICHARDS: Thank you.

1 We're very knowledgeable about the
2 litigation. We talk about it often, at every executive
3 session.

4 MR. WARD: That's right.

5 COMMISSIONER RICHARDS: We understand the
6 strategy. We're purposely not filing an answer, but --

7 MR. WARD: Well, you don't need to answer me
8 in that particular --

9 COMMISSIONER RICHARDS: No, I know that. No,
10 but I just want -- but you made some comments, and many
11 were phenomenal. But I don't want to suggest that
12 we're not on top of the litigation, because we are on
13 top of it. I'm not going to argue with you. We're
14 very aware of the litigation and where we are on it.

15 MR. WARD: Well, but you exuded frustration
16 in that previous item of --

17 COMMISSIONER RICHARDS: True.

18 MR. WARD: -- no answers. And so somewhere
19 along the line, you've got to be hard about getting
20 some answers.

21 COMMISSIONER RICHARDS: And you're right
22 about that. Thank you.

23 MR. WARD: Visionary planning. Obviously, we
24 gave you some ideas to get cheap out of jail when you
25 didn't produce the reconnection to State Road 710 from

1 State Road 5, U.S. Highway 1. So that, you really need
2 to get into that so that you can proceed.

3 And then most importantly, Mr. McArthur
4 brought up the joint City of Riviera Beach, Port of
5 Palm Beach meeting. That has to be high priority if
6 you want to do what you put in your minutes. And three
7 of you very clearly said, well, we really want an
8 interlocal. That interlocal doesn't have to be like
9 the last, which the boundary was 10th Street.

10 CHAIR ENRIGHT: Thank you.

11 MR. WARD: There is potential for you to get
12 more. And so I want you to make sure that meeting
13 comes quick, and force it.

14 CHAIR ENRIGHT: Thank you. Any other
15 comments?

16 Our next meeting will continue on Wednesday,
17 May 16th, 2018 at 3 p.m.

18 COMMISSIONER RICHARDS: 3:30.

19 CHAIR ENRIGHT: At 3:30. I'm going to get
20 you here 30 minutes -- 3:30 is first with the client --
21 Commissioners' executive session. Thank you.

22 (Whereupon, at 5:49 p.m., the proceedings
23 were continued to May 16, 2018.)

24

25

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BOARD OF COMMISSIONERS
PORT OF PALM BEACH DISTRICT
Continuation of May 10, 2018
Regular Board Meeting

- - -

Wednesday, May 16, 2018

Port of Palm Beach
One East 11th Street
Riviera Beach, Florida

3:32 p.m. - 5:18 p.m.

- - -

ATTENDING:

Jean L. Enright, Chair
Peyton W. McArthur, Vice Chair
Katherine M. Waldron, Secretary/Treasurer
Blair J. Ciklin, Commissioner
Wayne M. Richards, Commissioner
Manuel Almira, Executive Director
Paul Zielinski, Deputy Director/CFO
José R. Soler, Port Engineer
Carl Baker, Director of Planning
Ken Hern, Sr. Director, Operations, Security,
Facilities, Railroad
Gregory Picken, Port Attorney
Donald R. Bicknell, Jr., Port Attorney
Venice Howard, Deputy Clerk
Aidy Alonzo, Public Relations/Media Specialist

1 COMMISSIONER CIKLIN: Here.

2 MS. HOWARD: Executive Director Manuel
3 Almira.

4 EXECUTIVE DIRECTOR ALMIRA: I'm here.

5 MS. HOWARD: Port Counsel Gregory Picken.

6 MR. PICKEN: Here.

7 MS. HOWARD: We have a quorum.

8 CHAIR ENRIGHT: Thank you.

9 Please let's stand for the Pledge of
10 Allegiance.

11 (Pledge of Allegiance recited.).

12 CHAIR ENRIGHT: You may be seated, thank you.

13 Like I stated earlier, this is a continuation
14 of our meeting, which was May 10th. Now we're going to
15 go into attorney-client executive session. Present at
16 the session will be our attorneys, Mr. Don Bicknell,
17 Attorney Gregory Picken, Executive Director Manuel
18 Almira, Port Commissioner Katherine Waldron, Port
19 Commissioner Wayne Richards, Port Commissioner Peyton
20 McArthur, Port Commissioner Blair Ciklin and myself,
21 Jean Enright. We will now dismiss for our meeting.

22 VICE CHAIR McARTHUR: And the court reporter.

23 CHAIR ENRIGHT: And the court reporter, which
24 is Mrs. Susan Kruger. Thank you.

25 (Whereupon, there was a recess in the

1 proceedings from 3:34 p.m. until 4:35 p.m.)

2 CHAIR ENRIGHT: We will continue our meeting,
3 which is a continuation of our meeting from May 10th.
4 We will continue with old business, Mr. Almira, D.1,
5 consideration of AECOM work order, amendment number
6 five.

7 EXECUTIVE DIRECTOR ALMIRA: That is correct.
8 I have requested, Commissioners, and I have also
9 requested the presence of AECOM to perhaps, if they can
10 come up and explain what this amendment is and answer
11 any questions that the Board may have. So with that
12 said, may I bring up Diana.

13 CHAIR ENRIGHT: Thank you.

14 MS. LOPEZ: Good afternoon, Madam Chair,
15 Commissioners. My name is Diana Beauchamp Lopez. I am
16 the Lead Ports Engineer for AECOM.

17 I'm here to discuss amendment number five to
18 the AECOM contract, which I understand was presented in
19 the last meeting. Amendment five covers time from
20 our -- the expiration of our work order, which expired
21 on February 16 of this year, for inspection and
22 resident inspection services, and February 23rd -- yes,
23 February 23rd for project management and engineering
24 services.

25 Since that time, AECOM has continued to

1 remain with the same level of staffing in the field and
2 in project management at the request of the project
3 engineer -- the Port Engineer. So the amendment
4 actually covers time since that point till today for
5 funds that have been expended, as well as a projection
6 of the continuing services through the estimated time
7 of completion of the project, which is based on the LMH
8 schedule submitted on April 18th of this year, which
9 indicates that the project will achieve substantial
10 completion in August and final completion in September.

11 The amendment covers services not under a
12 lump sum, but under a time and material basis, as the
13 other work orders have been issued, for funds that are
14 used and expended and billed accordingly.

15 CHAIR ENRIGHT: Thank you.

16 Any comments from the -- do I have a motion?

17 COMMISSIONER RICHARDS: I'll move approval.

18 COMMISSIONER CIKLIN: Second.

19 CHAIR ENRIGHT: The motion is properly moved
20 and seconded. Discussion.

21 COMMISSIONER RICHARDS: Ms. Lopez, welcome
22 and good afternoon.

23 MS. LOPEZ: Thank you.

24 COMMISSIONER RICHARDS: Please share with us,
25 what activities specifically does this cover? Please

1 give us a detailed listing of what this does cover.

2 MS. LOPEZ: Absolutely. As I mentioned
3 earlier, the scope of services included under this
4 amendment and through the expired work order include
5 project management services, as well as construction
6 management services. It includes construction activity
7 and oversight and inspection, which includes resident
8 inspection on a full-time basis. We do have a resident
9 engineer in the field full time. It also includes
10 schedule review and analysis for schedule updates that
11 are provided by the contractor during the pay
12 certifications. It includes daily site progress and
13 record reporting --

14 COMMISSIONER RICHARDS: Say that again. I'm
15 sorry, daily what?

16 MS. LOPEZ: Daily site progress in the form
17 of daily reports, construction reports that are
18 submitted to the Port where it is documented the
19 activities of the contractor on site, inspection of
20 work performed by the contractor based on their work
21 plan, as well as photo logs and a listing of equipment
22 that's out in the field, et cetera.

23 It also includes the logging, tracking and
24 seeking of timely answers to RFIs, review of changed
25 management documentation. It includes attendance and

1 participation at weekly construction meetings, as well
2 as any monthly updates to the Board as are required.
3 It includes project closeout activities, and it does
4 include design services.

5 COMMISSIONER RICHARDS: I have a few
6 follow-ups.

7 CHAIR ENRIGHT: Thank you. Continue.

8 COMMISSIONER RICHARDS: This amendment goes
9 through early September, and part of your work is
10 schedule review and analysis. Is it AECOM's belief
11 that the current schedule that has been submitted, is
12 it your belief that the project will conclude by early
13 September?

14 MS. LOPEZ: So the last schedule,
15 Commissioner, that was submitted on April 18th was a
16 short version of a schedule. We do have the last
17 version. I believe -- Karen, if you may come up. I
18 believe that the last full schedule update that was
19 submitted was with the November pay certification, but
20 I'd like confirmation of that.

21 (Discussion held off the record.)

22 COMMISSIONER RICHARDS: I don't want to get
23 lost, but just to make sure, my question is: Based
24 upon your analysis of the current schedule and what's
25 happening out there, barring unforeseen weather, do you

1 believe this project will be concluded by early
2 September?

3 MS. LOPEZ: So there are delays already as
4 part of the schedule that was submitted, delays that
5 are being documented at the moment. So if, obviously,
6 the delay continues and the work doesn't progress in
7 the same level that they've indicated in their
8 schedule, then the answer would be no.

9 COMMISSIONER RICHARDS: Thank you for that.
10 Daily site progress reports. If this is not
11 approved -- we're considering it now. If this is
12 approved, then go ahead. If it's not approved, and
13 assuming that AECOM is no longer here, and assuming
14 this work that you're doing does not occur, how will
15 the Port's project be impacted?

16 MS. LOPEZ: So the answer to that,
17 Commissioner, the short answer to that is that we would
18 then recommend that the Port either retain or provide
19 the services that we are currently providing with other
20 sources, because it is our professional opinion that
21 the oversight is necessary in the field on a daily
22 basis. And I -- if we are not here, somebody should be
23 here.

24 COMMISSIONER RICHARDS: All right, thank you.
25 That's all. Thank you very much.

1 CHAIR ENRIGHT: Any other questions,
2 Commissioners? Let's call for the vote. All in favor
3 of consideration of AECOM work order number five,
4 please say aye.

5 COMMISSIONER RICHARDS: Aye.

6 VICE CHAIR McARTHUR: No.

7 COMMISSIONER WALDRON: No.

8 CHAIR ENRIGHT: No.

9 Motion fails --

10 COMMISSIONER RICHARDS: Motion fails.

11 CHAIR ENRIGHT: -- three/two. Thank you.

12 Let's go on to the next, D.2. Let's start
13 with Mr. Almira. You want to give us an overview right
14 quick, and then we'll go to our D.2, sir.

15 EXECUTIVE DIRECTOR ALMIRA: Commissioners,
16 what we have in front of you now is, again, a
17 continuation of last week's meeting. This is a
18 consideration for amendment to contract between LMH
19 Heavy Civil Construction and the Port of Palm Beach.
20 We do have members of LMH here. But I would like to
21 ask Don Bicknell, our Port Attorney, to perhaps give us
22 a summary of any recent events.

23 CHAIR ENRIGHT: Thank you.

24 Mr. Bicknell.

25 MR. BICKNELL: Good afternoon, Commissioners.

1 We, since the earlier meeting that was
2 continued till today, we have been in continuous
3 discussions with LMH regarding the issues that surround
4 the payment application and the pending litigation in
5 regard to the berth.

6 And what I'm asking the Board to do is to,
7 subject to counsel who is here for LMH confirming that
8 they agree that the due date for their payment of their
9 November application will be extended to May 28th,
10 which would be a week, an additional week from when
11 they extended it to May 21st at our last meeting, that
12 the Board continue this hearing, or this meeting and
13 the executive session for one more week to allow us to
14 hopefully finalize those discussions and the issues
15 regarding their payment applications and the issues
16 relating to the pending litigation in that regard and
17 otherwise.

18 And he's here to do -- my understanding is
19 he's agreeable, LMH is agreeable to extend the due date
20 for the November payment to May 28th, and he is here to
21 answer any questions that the Board may have.

22 MR. LIBANOFF: Good afternoon. Ira Libanoff.
23 Nice to see you all again.

24 First, I will confirm what has been requested
25 on behalf of LM Heavy Civil in regard to the extension

1 for one additional week. I just want to point out the
2 28th is actually Memorial Day, so I think for business
3 days' purposes, it would be probably Tuesday, May 29th.
4 But we'll consent to and agree to that additional
5 extension in regard to the payment for November, which
6 we've been working, as you know, on an agreement in
7 that regard to address that, as well as several other
8 issues.

9 So if that's all that's formally needed
10 today, yes, you have our consent in that regard. And
11 if there are any questions that you have insofar as
12 what we've been addressing and the issues, I'm happy to
13 respond, or at least attempt to respond.

14 MR. BICKNELL: I would just want to make it
15 clear that we've agreed that it's extended till May
16 29th, the due date for the payment. Is that right?

17 MR. LIBANOFF: I'm assuming that the Port,
18 like most public --

19 MR. BICKNELL: I didn't realize the 28th was
20 Memorial Day.

21 MR. LIBANOFF: -- is closed on Memorial Day,
22 and that's why I wanted to point that out, yes.

23 CHAIR ENRIGHT: Thank you, sir.

24 Do we have a motion?

25 COMMISSIONER CIKLIN: So moved.

1 VICE CHAIR McARTHUR: Second.

2 CHAIR ENRIGHT: Discussion.

3 COMMISSIONER RICHARDS: I'll wait until my
4 colleagues have -- I know they have questions they want
5 to ask.

6 CHAIR ENRIGHT: Discussion?

7 No, you're the only one.

8 COMMISSIONER McARTHUR: I just want to state
9 that this will be the last extension I'm going to
10 consider. We've been kicking this down the road for
11 three or four weeks. Enough is enough. Come back with
12 whatever you need, and at our next meeting we will make
13 a decision that, as far as I'm concerned, will be
14 final. Thank you.

15 MR. LIBANOFF: I don't know if that was a
16 question, but we would wholeheartedly agree with that.
17 We don't think it should be carried on any longer than
18 this.

19 VICE CHAIR McARTHUR: Thank you.

20 CHAIR ENRIGHT: Thank you.

21 Commissioner Richards.

22 COMMISSIONER RICHARDS: Thank you,
23 Chairperson.

24 As we're deliberating and having discussions
25 in executive session -- which I won't go into detail,

1 don't worry -- or as I'm thinking to myself, the
2 question is: Can LMH actually do the work? I won't
3 say reasonably on time or reasonably on budge, because
4 we're past that. So at this point, can they finish the
5 work, is what I -- so my thoughts are if they can
6 finish the work, get through it, and then we can figure
7 out the numbers afterwards. So the question is: Can
8 LMH do this work? Can they do it sooner than firing
9 them and getting somebody else? That's what I'm
10 dealing with.

11 Two weeks ago when you were here, counselor,
12 either you or your clients said, hey, we're ready and
13 willing to go, and the good news is we're ready to do
14 all these things. And one of the things that really
15 impressed me was the middle dolphin. You said, hey, we
16 screwed it up -- my words, emphasis added, okay -- but
17 we're ready to form it and pour. Do you remember that?

18 MR. LIBANOFF: I do.

19 COMMISSIONER RICHARDS: We're ready to form
20 it and pour, ready to form it and pour, and I think the
21 words were next week. Well, it's been next week, and
22 from reading a document, maybe from AECOM recently,
23 you're not ready to pour that, you're not ready to form
24 that. Is that correct?

25 MR. LIBANOFF: It's partially correct. Want

1 me to explain?

2 COMMISSIONER RICHARDS: Notwithstanding the
3 weather.

4 MR. LIBANOFF: No, no.

5 COMMISSIONER RICHARDS: But I understand that
6 from our engineers, from AECOM or from José, someone,
7 that you need rebar. Galvanized rebar --

8 MR. LIBANOFF: Right.

9 COMMISSIONER RICHARDS: -- is either not
10 ordered or it's on back order and it's going to be
11 quite a while, so your statement, it's not possible.

12 MR. LIBANOFF: Well, when we were here two
13 weeks ago, if you recall, we were also talking about
14 the fact that there's another dolphin structure that
15 was undergoing testing.

16 COMMISSIONER RICHARDS: Number one.

17 MR. LIBANOFF: Correct. And the issue was,
18 first of all, that if that dolphin, if it had been
19 determined that that dolphin structure needed to be
20 demolished and reconstructed, then just from a
21 practicality standpoint, it would not -- the same
22 people would be involved in doing both, so there would
23 be no reason to proceed with one if the other one also
24 needed to be demolished and re-poured.

25 At that point, it was unknown whether that

1 was going to be the case. If you remember, there were
2 going to be cores taken of the concrete, and then the
3 results of those be shared with everybody and a
4 determination made as to whether number one needed to
5 be demo'd and reconstructed or just repaired. It's now
6 been determined that that can be repaired. So that was
7 the first consideration at that time.

8 COMMISSIONER RICHARDS: By the way, I don't
9 believe that discussion -- and I know there are many
10 conversations. I don't think at our meeting those two
11 were tied together, that you would wait, that if one
12 needed to be demolished, you would, for economy's sake,
13 you would wait and form and pour two while you did one
14 of them.

15 That might have been in a meeting with -- you
16 know, amongst attorneys or staff, but I don't believe
17 that came before us, because if it did, I would say I
18 don't want that, I'm not worried about you saving a
19 couple dollars, I want progress.

20 So I do believe at the last meeting it was
21 represented -- two meetings ago it was represented
22 you'd be ready, willing and able to form and pour the
23 middle dolphin. And that gave us -- that gave me a
24 sense that, hey, these guys, they're ready to get
25 going, they're going to do something positive. But

1 I've since found out from an engineering source now you
2 can't, the rebar's not available, you don't have it
3 here, you don't have it, it's not here, it's not
4 available for a while. Is that inaccurate?

5 MR. LIBANOFF: All right, so now I'll tell
6 you the second part of what I was going to say, is when
7 we were here two weeks ago, we were here to really
8 address the same issue that we're here addressing
9 today, which is to finalize a payment procedure for
10 payment of a November payment application that includes
11 payment to that very rebar supplier that you're now
12 referring to that needs to supply the rebar --

13 COMMISSIONER RICHARDS: Yes, yes.

14 MR. LIBANOFF: -- for that structure. So,
15 and that's why I agree with Commissioner McArthur that
16 we can't continue this, because there are people out
17 there that need to get paid. That rebar supplier is
18 going --

19 COMMISSIONER RICHARDS: I'm uncomfortable
20 that you're tying things together. I'm just letting
21 you know, sir, I don't buy it.

22 MR. LIBANOFF: That's the nature of the
23 construction work that's being done.

24 COMMISSIONER RICHARDS: No, it's not. You
25 said, you or your client said we're ready, willing and

1 able to, and next week we'll form and be ready to pour.

2 And now I'm hearing other things. So I don't buy it.

3 I mean you're doing a good job, but I don't buy it.

4 MR. LIBANOFF: Well, I mean I'm not selling,
5 so I don't know that you have to buy. But the point is
6 that these are the things that -- and if it wasn't
7 specifically discussed in the open meeting, I can
8 guarantee you, and I would ask counsel to confirm,
9 we've certainly had those discussions in an ongoing
10 manner. And of course, I'm not privy to what's
11 discussed in your executive sessions, but that was
12 certainly discussed as part of our ongoing discussions,
13 that all of that --

14 COMMISSIONER RICHARDS: So if you got a check
15 today, are you saying the galvanized rebar can be here
16 next week so you can pour? It's that simple?

17 MR. LIBANOFF: I don't know the time. I
18 can --

19 COMMISSIONER RICHARDS: But you said that.
20 You said that last -- two weeks ago you said, hey, next
21 week we'll be ready to form and pour the middle
22 dolphin.

23 MR. LIBANOFF: Right.

24 COMMISSIONER RICHARDS: So now you're saying,
25 well, we don't have the money because we're still

1 negotiating. So if you got the money today, are you
2 telling me that next week you'll be ready to form and
3 pour?

4 MR. LIBANOFF: I can ask my client, if you
5 would like, what the turnaround time on the order is.

6 COMMISSIONER RICHARDS: I'm going to ask a
7 few more questions. There'll be a few more.

8 MR. LIBANOFF: Sure.

9 COMMISSIONER RICHARDS: So I read the daily
10 site progress reports, and I see that there are many
11 things that could be done on this project, the AECOM
12 daily site progress report. And I'm wondering why
13 aren't these things being done. And staff, our staff
14 said, well, maybe they're waiting for some reason.
15 Maybe they're waiting for economies of scale, they can
16 do things at the same time, they can bring one concrete
17 pump to pour maybe.

18 So my question to you is are there things on
19 this project that you can be doing or could be doing so
20 that the site's not sitting relatively vacant and
21 quiet, that you're holding off, waiting for more
22 opportune times or times you could save money or make
23 it less expensive, such as maybe having a concrete pump
24 here for two dolphins as opposed to one?

25 MR. LIBANOFF: The answer is that I'm not on

1 site. I can ask Mr. Capasso to come up and try and
2 address your question about what is or isn't being done
3 or what may or may not be done at this point.

4 But John, are you able to address that?

5 MR. CAPASSO: Yes, sure.

6 Commissioners, the rebar. All right, the
7 dolphin is --

8 COMMISSIONER RICHARDS: Which dolphin?

9 MR. CAPASSO: Dolphin two, okay, the one you
10 were asking about is, with the exception of rebar, is
11 ready to go. All the forms are in. We have one piece
12 that we left out so we can physically put the rebar in.
13 We had anticipated that we would have been able to
14 purchase and have that in when I stood up here and told
15 you that. Circumstances didn't turn out that way, but
16 I did say that.

17 COMMISSIONER RICHARDS: Thank you. And
18 whenever you come forward, my impression is you've been
19 very frank and open and honest. Thank you. That's my
20 impression.

21 MR. CAPASSO: Well, that's no other way to
22 be, really. So your question was: If we had the money
23 today, could we have that in a week? That's about,
24 probably about right, that we could get that, all
25 right. And we're making an effort to get that rebar.

1 We intended to pour that dolphin last week. Okay, that
2 was -- and the thing that held us up -- it's all ready,
3 with the exception of that. Everything else is ready
4 to go. So what you're saying is correct, okay.

5 As regarding other activities on the site,
6 I'm not sure what you're referring to that maybe we're
7 holding back --

8 COMMISSIONER RICHARDS: Do you know the --
9 it's called a daily site progress report. Have you
10 seen that? Do you look at that?

11 MR. CAPASSO: Well, that's something that the
12 AECOM engineer prepares, but we don't have a view of
13 that.

14 COMMISSIONER RICHARDS: You don't look at
15 that? You don't see that?

16 MR. CAPASSO: Well, we don't have access to
17 it.

18 COMMISSIONER RICHARDS: All right, because I
19 looked at it, and I was surprised. There were many
20 items on there. It shows the progress -- I was
21 surprised. It shows the progress of various portions
22 of this project, and it just showed that there are many
23 things that could be worked on that are -- just they're
24 quiet right now, just quiet. And we can pull one up if
25 you want to see one. I'm sure we have them.

1 But, and Ira, pronounce your -- Libanoff?

2 MR. LIBANOFF: Libanoff, yes.

3 COMMISSIONER RICHARDS: Thank you,
4 Mr. Libanoff. So there's a letter from May 10th on
5 your stationery, your signature: As an aside, the
6 middle dolphin is formed, has been ready to receive
7 concrete for several days, but LMH is holding off in
8 pouring that concrete in the event it was going to be
9 necessary to demo the inner dolphin and re-pour that
10 one as well.

11 So, and I know you're the attorney. I'm an
12 attorney as well, and we're not in the field. You
13 can't get everything right. But you did represent --
14 you guys represented you're ready to go. Your letter
15 says you're ready to go, and you're not ready to go.

16 My concern is do we -- of LMH: Can you
17 finish it? And I don't know. And I'm going to wait a
18 week, but I don't know that you can finish. I just
19 don't know you can finish it. I question it. I
20 question your ability to finish the project.

21 MR. LIBANOFF: So here's what I would say in
22 that regard. We've been -- and I'll say it. I,
23 myself, and Mr. Bicknell and Mr. Picken have been
24 working very hard on putting together an agreement that
25 will, I'll say from our standpoint, allow LMH to finish

1 from a monetary standpoint, making the funds available,
2 as you know, from a construction project that is
3 needed, and from your standpoint, is putting in the
4 levels of protection that you've asked for and desire
5 to make sure that, (a), we can finish it, but (b), if
6 we cannot, for whatever the reason might be, that it's
7 not going to be a long time before you know that, it's
8 not going to take much in regard to getting to that
9 point.

10 I mean, look, I'm giving you the same level
11 of assurance that I've given to these gentlemen in all
12 of our discussions, which is that it's been represented
13 to me, just like I put in my letter that you have in
14 front of you, that certain things can and will happen.
15 If they don't, you know the recourse that you have
16 available to you.

17 And you know, at this point, I've made the
18 representation, which is I think is 100 percent true,
19 which is that this project will get done far more
20 quickly by us entering into this agreement and LMH
21 completing the work than it will ever get done if a
22 different course of action is taken. You can --

23 COMMISSIONER RICHARDS: Well, thank you for
24 that. And my last -- I think what may be my -- what
25 may be my last comment, the westernmost dolphin number

1 one, I'm very concerned about it. I'm very concerned
2 about the repair. So I'm going to look very closely at
3 whatever repair plan there is. Significant concerns
4 about whether that can be repaired successfully.

5 And it's not quite a proper -- it may not be
6 a proper analogy, but you buy a new car, it falls off
7 the car carrier, the frame is damaged, or the bumper,
8 that's crucial, the bumper is damaged. Let's say we
9 fixed it. Do you still take it? I don't know. So
10 hopefully, it's just a bumper and it's not the frame,
11 but I'm very concerned about your attempts to repair
12 the east -- the westernmost dolphin, which is number
13 one.

14 MR. LIBANOFF: The first -- and I understand
15 that, and I will tell you, you know, the first step in
16 that process was done through the coring, and the
17 report for that came back, I'll say positive. That's
18 been provided to AECOM for their -- its review. And
19 I'm sure that they will make whatever appropriate
20 recommendation they will in regard to that repair
21 protocol.

22 COMMISSIONER RICHARDS: Thank you.

23 MR. LIBANOFF: But that was the first step,
24 and we have taken it, and now we're waiting for the
25 rest.

1 COMMISSIONER RICHARDS: Thank you for your
2 time.

3 MR. LIBANOFF: Yes, sir.

4 CHAIR ENRIGHT: Just before you go, I have
5 one more question.

6 MR. LIBANOFF: Sure.

7 CHAIR ENRIGHT: Did you just say that LMH was
8 not privy to the information or had not seen any of the
9 documentation from AECOM for the management services or
10 inspection or anything? You said you'd never seen them
11 before, you had no idea. Am I correct?

12 MR. CAPASSO: Well, I didn't say we had no
13 idea. I know they exist. I said we don't have access
14 to that information.

15 CHAIR ENRIGHT: So you haven't seen the
16 information when AECOM has said something was not right
17 or not this --

18 MR. CAPASSO: Well, they'll send us separate
19 correspondence, but we don't see the daily reports.

20 CHAIR ENRIGHT: So you don't see. So when do
21 you get to see it?

22 MR. CAPASSO: We don't.

23 CHAIR ENRIGHT: So you don't -- you have no
24 clue?

25 MR. CAPASSO: That's an internal document

1 between the Port and AECOM. If there's something
2 wrong --

3 CHAIR ENRIGHT: So if something --

4 MR. CAPASSO: -- we get a communication
5 through an e-mail or we get a deficiency report, we get
6 something else. But we don't have access to that
7 report.

8 COMMISSIONER RICHARDS: He's saying he
9 doesn't get the daily report, but --

10 CHAIR ENRIGHT: The daily report. Because to
11 me, that's so important, because sometime you can do
12 something. Something can happen today, and if you can
13 hop on it the next day, maybe you can prevent something
14 else from occurring that could even be more expensive
15 and more money.

16 MR. CAPASSO: But a lot of that is verbal
17 communication from Christopher, who's in the field --

18 CHAIR ENRIGHT: To AECOM.

19 MR. CAPASSO: -- with our operations people.
20 They coordinate. And I don't think there's any wasted
21 time because we don't see it. There's a lot of
22 communication that occurs in the field. But if there's
23 something that needs to be corrected --

24 CHAIR ENRIGHT: But from here forward --

25 MR. CAPASSO: -- they don't hesitate to let

1 us know.

2 CHAIR ENRIGHT: But from here going forward,
3 if the Board does decide to let you continue, I would
4 like to see that you become a little bit more
5 aggressive and want to look at all the daily reports
6 and whatever information you can put your hands on in
7 order to continue the project and to go forward and to
8 prevent other things from occurring. That's just my
9 comment.

10 COMMISSIONER RICHARDS: I'll make a motion --

11 CHAIR ENRIGHT: Any more? Yes.

12 VICE CHAIR McARTHUR: I thought there was a
13 motion.

14 CHAIR ENRIGHT: We already have a motion, and
15 the motion was seconded. Am I correct?

16 VICE CHAIR McARTHUR: Yes.

17 EXECUTIVE DIRECTOR ALMIRA: Yes.

18 MS. HOWARD: Blair and Commissioner -- I'm
19 sorry -- Commissioner Ciklin and Commissioner McArthur.

20 CHAIR ENRIGHT: I call the question. All in
21 favor, please say aye.

22 COMMISSIONER RICHARDS: Aye.

23 VICE CHAIR McARTHUR: Aye.

24 CHAIR ENRIGHT: Aye. Motion carries --

25 COMMISSIONER WALDRON: Nay.

1 CHAIR ENRIGHT: -- four/one.

2 VICE CHAIR McARTHUR: Madam Chair.

3 CHAIR ENRIGHT: Yes.

4 VICE CHAIR McARTHUR: It is with great
5 reluctance that I would like to -- I was on the
6 prevailing side. I would like a motion -- to make a
7 motion to reconsider D.1, which is the AECOM work
8 order, amendment number five.

9 COMMISSIONER RICHARDS: Second that.

10 COMMISSIONER CIKLIN: Discussion.

11 CHAIR ENRIGHT: Discussion.

12 COMMISSIONER CIKLIN: Yes, I was going to
13 bring that back up. I thought maybe staff could rework
14 the amendment with AECOM and come back at our next
15 week's meeting. Is that --

16 COMMISSIONER McARTHUR: That's fine.

17 CHAIR ENRIGHT: That's fine.

18 Commissioner Richards.

19 COMMISSIONER RICHARDS: I was going to bring
20 that up as well. Thank you, Commissioner McArthur.

21 At this point, we need our engineer and our
22 engineering manager, project manager on site every day.
23 There's no question about it. There's no question at
24 this point, especially now. We need it, and we need it
25 full time. It needs to be full time. So I support the

1 current motion --

2 VICE CHAIR McARTHUR: To reconsider.

3 CHAIR ENRIGHT: To reconsider.

4 VICE CHAIR McARTHUR: And then we --

5 COMMISSIONER RICHARDS: -- which then brings
6 it back. Okay, thank you.

7 VICE CHAIR McARTHUR: Right.

8 COMMISSIONER CIKLIN: Call the question.

9 CHAIR ENRIGHT: Second. Question? You
10 second. Okay, question, Mr. Ciklin?

11 COMMISSIONER CIKLIN: No.

12 COMMISSIONER RICHARDS: Call the question.

13 COMMISSIONER CIKLIN: Call the question.

14 CHAIR ENRIGHT: All in favor, please --

15 COMMISSIONER WALDRON: Wait. What is the
16 motion --

17 CHAIR ENRIGHT: Discussion.

18 COMMISSIONER WALDRON: -- specifically?

19 CHAIR ENRIGHT: The motion is to bring back
20 the current --

21 COMMISSIONER CIKLIN: D.1.

22 COMMISSIONER McARTHUR: D.1, and then we'd
23 vote on D.1 --

24 CHAIR ENRIGHT: And then you'll come back and
25 we'll vote on it.

1 VICE CHAIR McARTHUR: -- again.

2 CHAIR ENRIGHT: But the motion is to bring it
3 back. So then all in favor, please say aye.

4 (A chorus of ayes.)

5 CHAIR ENRIGHT: Motion carries, five/zero.

6 Now, let's go back. Mr. McArthur, do you
7 want to start?

8 VICE CHAIR McARTHUR: No, we -- I think we
9 need a motion to approve.

10 COMMISSIONER RICHARDS: Go ahead, Peyton.

11 VICE CHAIR McARTHUR: I'm reluctant to make
12 that. I've gone as far as I can do by making a motion
13 to reconsider.

14 COMMISSIONER RICHARDS: I move that we
15 approve D.1.

16 COMMISSIONER CIKLIN: Second.

17 CHAIR ENRIGHT: Discussion.

18 COMMISSIONER CIKLIN: Under discussion --

19 CHAIR ENRIGHT: I would -- discussion. I
20 would like to say that I would like to see AECOM
21 actually work a little harder. I don't know how to put
22 it. You say you do management inspection, you're on
23 the job. I mean management services, my understanding
24 is that you had no clue you even were supposed to be
25 doing the job. So now all of a sudden we're doing it.

1 So I would like for you to do the job. And also, we
2 may -- and have a communication with LMH, because if
3 you don't communicate, we cannot go anywhere. And I
4 think that is a problem we've had. So that's my
5 recommendation.

6 I call the question. All in favor?

7 COMMISSIONER CIKLIN: Aye.

8 VICE CHAIR McARTHUR: Aye.

9 COMMISSIONER RICHARDS: Aye.

10 COMMISSIONER WALDRON: No.

11 CHAIR ENRIGHT: Aye.

12 Motion carries, four/one.

13 Now we have -- reluctantly.

14 VICE CHAIR McARTHUR: Reluctantly.

15 CHAIR ENRIGHT: Now let's go back to --

16 EXECUTIVE DIRECTOR ALMIRA: Motion to bring
17 it back.

18 CHAIR ENRIGHT: Oh.

19 VICE CHAIR McARTHUR: Comments from --

20 CHAIR ENRIGHT: Comments from the public. I
21 have a card from Mr. --

22 MS. HOWARD: Chair, Chair, just confirming,
23 you approved D.1 --

24 COMMISSIONER RICHARDS: Okay.

25 VICE CHAIR McARTHUR: Yes.

1 MS. HOWARD: -- to move forward.

2 CHAIR ENRIGHT: D.1 to move forward.

3 COMMISSIONER WALDRON: Four to one.

4 MS. HOWARD: Four/one.

5 CHAIR ENRIGHT: Four/one.

6 COMMISSIONER McARTHUR: Correct.

7 MS. HOWARD: Thank you.

8 CHAIR ENRIGHT: Comments from the public. I
9 have Mr. --

10 COMMISSIONER RICHARDS: Bantel.

11 CHAIR ENRIGHT: -- Charles Bantel. I'm happy
12 to see you. I couldn't talk to you the other evening I
13 was so busy, but I know you have some good information
14 for our Board. It's interesting. Thank you, sir, for
15 being here.

16 MR. BANTEL: Good evening, Commissioner,
17 Chair. Okay, the name is Charles Bantel, 438 49th
18 Street.

19 A matter to bring before the Commission
20 tonight, one of the problems I've run into was AT&T was
21 claiming easement rights through our neighborhood.
22 These are supposed to be platted. It led me on a
23 research project.

24 I checked your deed and your plat.
25 Apparently the City of -- your -- this land right here

1 was platted in what was called the Township of Riviera
2 in 1913. It was given a name, merely for postal
3 address.

4 The Town of Rivera Beach incorporated in
5 1922, but they never entered their incorporation with
6 the Clerk of Court to have it actually registered.
7 There is no indication on the plat for this property
8 that it is within the corporate limits of the City of
9 Riviera Beach. There is no record of it.

10 I was at the courthouse before this meeting.
11 Apparently there's also a question of how Rivera Beach
12 incorporated, because incorporations like this are
13 granted by the State, and back in those days, the State
14 Legislature only met on odd numbered years. They
15 didn't meet in even numbered years. So they could not
16 have met and then incorporated the City of Riviera
17 Beach in 1922. There's simply no record of it that's
18 been entered in the Clerk of Court.

19 So there is a question of whether or not they
20 do have corporate rights over this property. And I
21 wanted to bring that to your attention, because it's
22 actually how your deed is recorded. And your plat
23 number is in Plat Book 2; it's pages 90 and 91. And
24 there is no notation on that plat that says that Rivera
25 Beach ever annexed this property or recorded its basic

1 City corporate rights over this property.

2 Thank you very much, Commissioners.

3 COMMISSIONER WALDRON: So if we're not in
4 Riviera Beach, where exactly are we then?

5 COMMISSIONER RICHARDS: Unincorporated.

6 CHAIR ENRIGHT: We're unincorporated. And
7 we're also a special district, which really means that
8 when we ask for permits and anything, we don't have to,
9 because Tallahassee has no record of us being a part of
10 Riviera Beach.

11 MR. BANTEL: Commissioner --

12 CHAIR ENRIGHT: And I would like to have our
13 staff to go back, do your research and to follow up,
14 and to also bring this to the City's attention, because
15 then we don't have to ask them for permits or anything
16 anymore; we don't, because in Tallahassee, it's not
17 there. Okay, so if we can do that and go forward, and
18 then when you find the information, if you can give it
19 to our attorneys and we can do what we need to do to go
20 forward. Thank you.

21 COMMISSIONER McARTHUR: Excuse me, Madam
22 Chairman. I appreciate it. I don't know what the
23 outcome of that would be, but I would urge the Board,
24 regardless of what that situation is, we will, I am
25 quite sure, ultimately be in the City of Riviera Beach,

1 and we need to work collegially with them and not
2 confront them and inform them we're no longer subject
3 to their jurisdiction. I think we need to work with
4 them as well as we can.

5 CHAIR ENRIGHT: Yes, I would like for us to
6 continue to do what we're doing. But in the interim,
7 we need to know the real facts, get to them, and if
8 that is right, we can -- we need to do what we need to
9 do. And we can save millions of dollars, and we can do
10 all our projects and everything that needs to happen.
11 But we need to continue --

12 COMMISSIONER CIKLIN: Jean, let's let our
13 attorneys take --

14 CHAIR ENRIGHT: Right, they will take care of
15 it.

16 COMMISSIONER CIKLIN: End of story.

17 CHAIR ENRIGHT: Right.

18 COMMISSIONER RICHARDS: Commissioner
19 comments?

20 CHAIR ENRIGHT: Yes.

21 COMMISSIONER RICHARDS: Commissioner.

22 COMMISSIONER WALDRON: No, I've got nothing
23 right now. I'll give you an update on the Commerce
24 Park at the next meeting.

25 CHAIR ENRIGHT: Thank you.

1 COMMISSIONER RICHARDS: Mr. Almira, is there
2 a weekly construction meeting where AECOM, our
3 engineer, José, yourself, LMH attends?

4 EXECUTIVE DIRECTOR ALMIRA: Yes.

5 COMMISSIONER RICHARDS: What do you have like
6 that?

7 EXECUTIVE DIRECTOR ALMIRA: Mondays, usually
8 10 or 2:00.

9 COMMISSIONER RICHARDS: Is it a well run,
10 efficient meeting, or is it lengthy and boring?

11 EXECUTIVE DIRECTOR ALMIRA: It's a meeting
12 that takes place either at 10 or 12 -- or 2.

13 COMMISSIONER RICHARDS: Good to see you,
14 José.

15 MR. SOLER: Good to see you too.

16 Good afternoon, Commissioners.

17 We actually hold a project progress meeting
18 every Monday. Sometimes it lasts an hour. Depends on
19 the issues. But one thing I wanted to present is in
20 every progress meeting, the contractor provides us with
21 what is called a two week look-ahead, and this is the
22 document that we work with in terms of what the
23 contractor is going to perform in the week that the
24 meeting is taking place and the next week.

25 For example, some items that have been

1 brought, for example, this is the April 1st two week
2 look-ahead. If you see the area that is inside the red
3 square, you see the eight inch concrete slab. In that
4 particular week, the contractor indicated that that
5 slab was going to be performed from the day April 3rd
6 to April 7.

7 COMMISSIONER RICHARDS: Did that happen?

8 MR. SOLER: No. So if you go to next, the
9 next three weeks afterwards, you still have the same
10 activity taking place on the 23rd of April. They moved
11 the activity to April 30th to May 4th. So it didn't
12 happen again. A week afterwards, they moved the
13 activity to May 7 through May 11.

14 This is just an example of what's been going
15 on every week. We come in assuming that the contractor
16 is going to perform the work on a full-time basis in
17 all activities, but they keep dragging on each
18 activity. And this is just one example, one activity.
19 It happens with electrical subcontractors, that they
20 don't show up, different activities.

21 And this is something that has been discussed
22 in the project meetings. This is something that we
23 request them to provide to us. In this way, the
24 engineer, the inspector can actually accommodate their
25 hours that they have a pour that is outside the normal

1 seven to four hours and they have to come in. But if
2 they provide us with information that they don't
3 follow, how can we inform the Commissioners when the
4 project is going to be completed?

5 COMMISSIONER RICHARDS: Is the middle dolphin
6 on this one? Is the middle dolphin on here?

7 MR. SOLER: Yes, sir, it is. It's usually in
8 the bottom of the --

9 COMMISSIONER RICHARDS: There it is.

10 MR. SOLER: Yes. But basically, same thing.
11 They have indicated that they will continue with the
12 work they provided us with daily -- I mean weekly
13 schedules, which they don't follow. Obviously, they
14 have different excuses every day. Yes, we're going to
15 come in tomorrow, we'll come in next week. But the
16 Port doesn't have control of it. Neither the engineer
17 of record. We have to rely on the information that
18 they're providing.

19 COMMISSIONER RICHARDS: You know, not to beat
20 this up, and I'll be very brief, but I think at this
21 point you would agree that this Board wants -- we want
22 this to be made very evident to us at our meetings.

23 And I remember looking at the AECOM daily
24 report the other day. I saw dolphins. Well, dolphins
25 should be complete. We're no longer in the slip. But

1 dolphins aren't complete. There are a lot of things
2 that are on that report, there's no work being done.
3 And why the heck aren't dolphins there? What are we
4 waiting on? So there's a lot of things that should be
5 done, and I want to see this, I want to understand it.
6 We all need to see this.

7 MR. SOLER: Yes, and this is only a two week
8 look-ahead.

9 EXECUTIVE DIRECTOR ALMIRA: Bollards.

10 COMMISSIONER RICHARDS: Bollards, I'm sorry.
11 Oh, boy. Bollards, not dolphins.

12 MR. SOLER: This is an actual extract of what
13 the actual update is -- of the schedule that's supposed
14 to be submitted, a monthly update schedule, which as
15 for today, we have only received the last update that
16 was submitted by the contractor was November's. The
17 same thing as the pay applications. This is a two week
18 look-ahead, which is only a few activities. It's not
19 an actual schedule of the project.

20 COMMISSIONER RICHARDS: All right.

21 MR. SOLER: And in terms of the daily reports
22 we receive, the Port receives the daily reports
23 submitted by the inspector from AECOM. But the
24 contractor is required by contract also to submit to us
25 what is called the daily report, which they have not

1 submitted, basically because they will have to state
2 that they have not been doing anything in some of the
3 activities, and they will have to provide information
4 of why they're not doing it.

5 COMMISSIONER RICHARDS: Well, we're going
6 to -- to wrap this up, we're going to manage this. And
7 should this be approved next week or whenever this is,
8 we're going to manage that new schedule to the day.
9 Any deviation, we need to have a red flag. You need to
10 hit us over the head with it and make sure we
11 understand that.

12 EXECUTIVE DIRECTOR ALMIRA: Madam Chair.

13 CHAIR ENRIGHT: Yes.

14 EXECUTIVE DIRECTOR ALMIRA: May I ask the
15 Board, if it's your pleasure, would you like to be
16 receiving copies of these reports?

17 COMMISSIONER WALDRON: On a daily basis or a
18 weekly, I guess?

19 EXECUTIVE DIRECTOR ALMIRA: Weekly.

20 MR. SOLER: Well, we can actually summarize
21 what was provided, the actual plan and the completed --

22 COMMISSIONER WALDRON: Yes, that would be
23 good.

24 CHAIR ENRIGHT: Just give us a summary,
25 please.

1 COMMISSIONER WALDRON: Yes, please.

2 MR. SOLER: Exactly. But what I'm
3 recommending is that once we get an agreement with the
4 contractor to continue, if that's the decision, that
5 the schedule that is provided, we're going to be --

6 COMMISSIONER RICHARDS: Absolutely.

7 MR. SOLER: -- verifying day by day. Once
8 they miss one deadline, there should be some
9 consequences against it.

10 COMMISSIONER WALDRON: Okay.

11 CHAIR ENRIGHT: Thank you very much.

12 Any other comments from the Commissioners?

13 COMMISSIONER CIKLIN: I do.

14 CHAIR ENRIGHT: Commissioner.

15 COMMISSIONER CIKLIN: We were going down the
16 line, and you skipped Peyton, and then you skipped me.

17 CHAIR ENRIGHT: Go on. I'm sorry, sir.

18 COMMISSIONER CIKLIN: Anyway, first of all I
19 want to thank the Commission for spending so much time
20 and finally coming to an agreement that I think we all
21 understand that we're coming to the last hope. We've
22 got a weak to go, and hopefully we'll be able to make
23 an agreement to get the project done. We're 87 percent
24 complete, and through, you know, careful negotiations,
25 and hopefully everybody will work together and we'll

1 get this done.

2 I also wanted to thank Dave Mock for helping
3 us out and showing that, you know, anything's possible,
4 that we might be able to get this project finished. So
5 I appreciate him and what he's doing to try to help us
6 out and get this project done.

7 And hopefully by next Wednesday we'll have an
8 agreement that can get this done by -- as soon as
9 possible. So thank you.

10 CHAIR ENRIGHT: Thank you.

11 Any other comments?

12 VICE CHAIR McARTHUR: Just want to clarify.
13 Next Wednesday, 3:30?

14 CHAIR ENRIGHT: Next Wednesday our next
15 meeting will be -- is a continuation of this meeting on
16 Wednesday, May 23rd. We will start at 3:30 with an
17 executive session first. So I'll see all of you next
18 week, 3:30. Thank you.

19 COMMISSIONER CIKLIN: Okay, we done?

20 EXECUTIVE DIRECTOR ALMIRA: Thank you.

21 (Whereupon, at 5:18 p.m., the proceedings
22 were continued until May 23, 2018.)

23

24

25

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BOARD OF COMMISSIONERS
PORT OF PALM BEACH DISTRICT
Continuation of May 16, 2018
Board Meeting

- - -

Wednesday, May 23, 2018

Port of Palm Beach
One East 11th Street
Riviera Beach, Florida

3:32 p.m. - 3:34 p.m.
and

3:54 p.m. - 4:06 p.m.

- - -

ATTENDING:

Jean L. Enright, Chair
Peyton W. McArthur, Vice Chair
Blair J. Ciklin, Commissioner
Wayne M. Richards, Commissioner
Manuel Almira, Executive Director
Paul Zielinski, Deputy Director/CFO
José R. Soler, Port Engineer
Jarra Kaczwarra, Sr. Director, Business Development
Gregory Picken, Port Attorney
Donald R. Bicknell, Jr., Port Attorney
Venice Howard, Deputy Clerk
Aidy Alonzo, Public Relations/Media Specialist

CONTINUATION OF 5-16-18 BOARD MEETING

Page 2

1 BE IT REMEMBERED that the following
2 continuation of the May 16, 2018 Board Meeting was had
3 at Port of Palm Beach, One East 11th Street, Riviera
4 Beach, Florida, on Wednesday, May 23, 2018, beginning
5 at 3:32 p.m., with attendees as hereinabove noted, to
6 wit:

7 - - -

8 CHAIR ENRIGHT: The meeting will now come to
9 order. Please let's have the roll call from our Clerk.

10 MS. HOWARD: Chair Jean Enright.

11 CHAIR ENRIGHT: Present.

12 MS. HOWARD: Vice Chair Peyton McArthur.

13 VICE CHAIR McARTHUR: Present.

14 MS. HOWARD: Secretary/Treasurer Katherine
15 Waldron.

16 (No response.)

17 MS. HOWARD: Commissioner Wayne Richards.

18 COMMISSIONER RICHARDS: Here.

19 MS. HOWARD: Commissioner Blair Ciklin.

20 COMMISSIONER CIKLIN: Here.

21 MS. HOWARD: Executive Director Manuel
22 Almira.

23 EXECUTIVE DIRECTOR ALMIRA: I'm here.

24 MS. HOWARD: Port Counsel Gregory Picken.

25 MR. PICKEN: Here.

1 MS. HOWARD: Madam Chair, we have a quorum.

2 CHAIR ENRIGHT: Thank you.

3 Please let's stand for the Pledge of
4 Allegiance.

5 (Pledge of Allegiance recited.)

6 CHAIR ENRIGHT: You may be seated.

7 We're now going into an executive session
8 with our attorneys. Present in the session will be
9 Commissioner Wayne Richards, Commissioner Peyton
10 McArthur, Commissioner Blair Ciklin, myself, Jean
11 Enright, Executive Director Manny Almira, our attorney,
12 Greg Picken, our attorney, Don Bicknell, Jr., and our
13 court reporter, Susan Kruger. We're now going to
14 dismiss for a session, and we will probably return in
15 30 minutes or so.

16 VICE CHAIR McARTHUR: Hopefully.

17 CHAIR ENRIGHT: Twenty. Please excuse us.

18 (Whereupon, there was a recess in the
19 proceedings from 3:34 p.m. until 3:54 p.m.)

20 CHAIR ENRIGHT: We will now continue our
21 meeting with number D, old business, consideration of
22 amendment to contract between LMH Civil Construction,
23 LLC and the Port of Palm Beach District.

24 Mr. Almira.

25 EXECUTIVE DIRECTOR ALMIRA: Thank you,

1 Commissioner.

2 Commissioners, the item in front of you is a
3 continuation in discussion for the LMH contract in
4 conjunction with the lawsuit. With that, I'd like to
5 ask permission to bring Don Bicknell, our attorney, so
6 that he can further explain the item, amendment number
7 one. With that, I'd like to bring in -- is it okay?

8 CHAIR ENRIGHT: Yes.

9 MR. BICKNELL: I snuck up behind you.

10 CHAIR ENRIGHT: Continue.

11 EXECUTIVE DIRECTOR ALMIRA: Thank you.

12 MR. BICKNELL: Good afternoon, Commissioners.
13 Don Bicknell, Gary, Dytrych & Ryan, Port Counsel.

14 Commissioners, I'd ask that the Commissioners
15 entertain a motion to approve amendment number one,
16 which has been provided to the Board along with change
17 order number four as an exhibit thereto, contingent on
18 receipt of the condition precedent, which is the signed
19 consent of surety in the form that has been agreed to
20 between the two parties, subject to having a fully
21 executed agreement by LMH by Tuesday of next week and
22 fully executed exhibits thereto, in particular, change
23 orders two, three and four, and that if we don't -- if
24 the Port does not receive a fully executed consent of
25 surety and a fully executed amendment number one by

1 Tuesday, along with all the appropriate executions by
2 LMH, that the Board authorize the Executive Director to
3 assess liquidated damages at this point in the amount
4 of the November pay application by LMH, and that if we
5 do receive those items by Tuesday, that you authorize
6 Executive Director Almira to execute, on behalf of the
7 Board, amendment number one and the respective
8 exhibits, including change order number four.

9 CHAIR ENRIGHT: Thank you. Do I have a
10 motion?

11 VICE CHAIR McARTHUR: Could we have LMH
12 comment on it?

13 CHAIR ENRIGHT: Yes.

14 VICE CHAIR McARTHUR: LMH, are they --

15 CHAIR ENRIGHT: A representative from LMH,
16 please.

17 MR. LIBANOFF: Good afternoon. Ira Libanoff.
18 Nice to see you all again, Commissioners.

19 The agreement that's been presented to you
20 has been discussed at length and been agreed to by LMH,
21 and fully expected to be executed before Tuesday. And
22 as I informed Mr. Bicknell, we fully expect to have the
23 consent of surety prior to that time as well. So those
24 two conditions precedent, if you will, will occur prior
25 to Tuesday's date.

1 CHAIR ENRIGHT: Thank you.

2 Any other comments?

3 COMMISSIONER RICHARDS: I will --

4 CHAIR ENRIGHT: Commissioner Richards.

5 COMMISSIONER RICHARDS: -- make a motion

6 consistent with Attorney Bicknell's comments.

7 VICE CHAIR McARTHUR: I'll second the motion.

8 CHAIR ENRIGHT: Discussion? Any other
9 discussion? All in favor, Commissioners, please say
10 aye.

11 (A chorus of ayes.)

12 CHAIR ENRIGHT: Motion carries four/zero,
13 with Commissioner Waldron absent.

14 Thank you very much.

15 MR. LIBANOFF: Thank you.

16 CHAIR ENRIGHT: Any other --

17 COMMISSIONER RICHARDS: I want to comment on
18 this.

19 CHAIR ENRIGHT: Yes.

20 COMMISSIONER RICHARDS: I feel -- I hope all
21 will go well, and I believe it will. The individuals
22 at LMH seem to be very committed to finishing this
23 project. Our staff is very committed to working with
24 LMH. We have a very competent staff; we appreciate
25 that. And I think this will turn out well. Hopefully

1 in the next eight or so weeks, eight to ten weeks,
2 we'll be able to have this project concluded. So I
3 thank everybody for the effort. Appreciate it.

4 CHAIR ENRIGHT: Any other comments?

5 I would conclude and say the same. I'm very
6 happy. I just knew that we could come together and
7 make it work. And I'm looking forward to the project
8 being completed on time, in a timely fashion,
9 professional fashion, and I know it will now. Thank
10 you very much.

11 Now we have comments from the public. I have
12 two cards.

13 Mr. Jack Craft, please come forward. Will
14 you please state your name and your residence.

15 MR. CRAFT: Jack Craft, and I live in
16 Wellington.

17 CHAIR ENRIGHT: Thank you for joining us.

18 MR. CRAFT: Yesterday was May 22nd,
19 obviously, and it was Maritime Day, and the maritime
20 communities throughout the nation celebrate that day.
21 And I just moved down here not quite a year ago, and
22 I'm wondering why the Port of Palm Beach doesn't join
23 in that celebration.

24 CHAIR ENRIGHT: Comment, Mr. Almira.

25 EXECUTIVE DIRECTOR ALMIRA: Where we do

1 participate in this, the American Association of Port
2 Authorities' U.S. Seaport Day, which is April 4th or
3 April 5th -- 4th, yes. And that's when we actually
4 celebrate it. But I'd like to also mention to you,
5 sir, that on May 22nd of 2019, we'll definitely be
6 celebrating.

7 MR. CRAFT: Well, good, because I saw that
8 you did have a celebration in '16.

9 EXECUTIVE DIRECTOR ALMIRA: Yes, yes. We'll
10 definitely follow up.

11 MR. CRAFT: Okay. It's a very enjoyable day.

12 EXECUTIVE DIRECTOR ALMIRA: Yes, sir, thank
13 you.

14 MR. CRAFT: Okay, thank you.

15 CHAIR ENRIGHT: Commissioner Ciklin.

16 COMMISSIONER CIKLIN: Are you a port guy, or
17 have you been in the port? What's your interest in
18 ports? I'm just curious.

19 MR. CRAFT: I'm a graduate of New York
20 Maritime College of 1970.

21 COMMISSIONER CIKLIN: Okay.

22 MR. CRAFT: And I haven't fully retired after
23 48 years in the industry. So I've gone to many of
24 these --

25 COMMISSIONER CIKLIN: Okay.

1 MR. CRAFT: -- and love the business.

2 COMMISSIONER CIKLIN: Well, we appreciate
3 anyone that takes an interest. You know, you're
4 welcome to all our meetings, and go online and read
5 about us, and we appreciate you taking the time to
6 come.

7 MR. CRAFT: Thank you.

8 CHAIR ENRIGHT: Thank you very much.

9 Now we have another comment card from Charles
10 Bantel.

11 MR. BANTEL: Charles Bantel, West Palm Beach.
12 Good afternoon, Commissioners.

13 I have an update for you on the comments from
14 last meeting. Okay, with the fact that you might not
15 be part of Rivera Beach, this information is buried in
16 the records down in the Comptroller's office. I have
17 already contacted them on my own thing.

18 There is a person, a specific manager for
19 records in the Comptroller's office. This person has
20 been alerted, because I went ahead and asked for an
21 abstract of the City of West Palm and the City of
22 Rivera Beach.

23 And as of now, the Comptroller's office is
24 reviewing these old records to go ahead and be able to
25 make up this abstract to go ahead and answer the

1 question of if you actually are or not in the City of
2 Riviera Beach. I just wanted to give you that update.
3 Thank you.

4 CHAIR ENRIGHT: Thank you very much. And
5 we're looking forward to your findings, to hear what's
6 going on. Thank you very much.

7 Are there any other comments? Now we'll
8 start with Commissioner Ciklin at the end.

9 COMMISSIONER CIKLIN: Yes, just to comment, I
10 know that our attorneys are also looking into this
11 matter, because, common sense, I would think that there
12 would be so many special districts that probably have
13 similar issues in the state of Florida, because there's
14 a lot of special districts. So I'd be interested to
15 see what Charles finds out and what our attorneys find
16 out. And I'm sure we'll come to a conclusion.

17 CHAIR ENRIGHT: Thank you.

18 Any other comments from the --

19 VICE CHAIR McARTHUR: I'd just like to say if
20 it turns out that we somehow are not in the City, that
21 we will, in all probability, contact our Legislative
22 Delegation and seek legislative correction to make sure
23 we are in the City. Thank you.

24 CHAIR ENRIGHT: Thank you.

25 Commissioner Richards.

1 COMMISSIONER CIKLIN: Can you top that? Top
2 that, Wayne.

3 COMMISSIONER RICHARDS: Well, my comment is
4 going to be about our next meeting, so I can wait.

5 CHAIR ENRIGHT: No, go on.

6 COMMISSIONER RICHARDS: Our next meeting date
7 that's printed here, is the same time as the AAPA
8 Commissioners' Seminar that I will be attending and
9 other Commissioners are welcome to attend, so would we
10 kindly consider the previous or the following week?
11 That's the same -- there's an overlap. The AAPA
12 Commissioners' Seminar --

13 CHAIR ENRIGHT: Oh, you're right.

14 COMMISSIONER RICHARDS: -- is June 19 through
15 the 21st.

16 COMMISSIONER McARTHUR: Madam Chair.

17 CHAIR ENRIGHT: Yes.

18 VICE CHAIR McARTHUR: This time I will be
19 consistent in opposing changing the date because I
20 think the date should always be when the public expects
21 it, which is the third Thursday of each month.

22 COMMISSIONER RICHARDS: I'm going to miss
23 you, Peyton.

24 VICE CHAIR McARTHUR: I know. But I messed
25 up last time, but I'm not going to do it twice in a

1 row.

2 CHAIR ENRIGHT: My comment on that is we've
3 always, regardless of what, tried to accommodate
4 Commissioners. And with AAPA conflicts, we've always
5 made the change in the past. I mean regardless, if
6 there was a national meeting or a conference or
7 whatever, we've always made the change. And this time
8 we need to continue what we've always done in the past
9 and change the date, because there is a conflict.

10 COMMISSIONER CIKLIN: I've got a question.

11 CHAIR ENRIGHT: Yes, sir.

12 COMMISSIONER CIKLIN: Okay, Manny would it be
13 better the 14th or the 28th?

14 EXECUTIVE DIRECTOR ALMIRA: I'd rather see it
15 on the 14th, and the reason for that is it's been a
16 while since we've had a regular meeting. Recall, the
17 first meeting was brought up, so --

18 COMMISSIONER CIKLIN: When was that, on the
19 10th or something?

20 EXECUTIVE DIRECTOR ALMIRA: That we went on
21 the 10th, correct. And I'm just concerned that the
22 amount of agenda items that we're going to have --

23 COMMISSIONER CIKLIN: And I'll move that we
24 have it on the 14th at 4:00. We don't need a special
25 meeting, an executive session.

1 CHAIR ENRIGHT: That is Flag Day, so that's
2 not a holiday.

3 COMMISSIONER CIKLIN: What day?

4 CHAIR ENRIGHT: Flag Day.

5 EXECUTIVE DIRECTOR ALMIRA: Flag.

6 CHAIR ENRIGHT: So we're okay. The 14th.

7 COMMISSIONER CIKLIN: Flag Day.

8 CHAIR ENRIGHT: Just regular, 4:00? I think
9 that would be -- that's fine with me.

10 COMMISSIONER RICHARDS: Thank you.

11 CHAIR ENRIGHT: Thank you.

12 COMMISSIONER CIKLIN: Anything else?

13 CHAIR ENRIGHT: Any other comments?

14 Okay, so we will now adjourn until our next
15 set meeting, which is June 14th at 4:00. Meeting
16 adjourned. See you there.

17 (Whereupon, at 4:06 p.m., the proceedings
18 were concluded.)

19

20

21

22

23

24

25

<p style="text-align: center;">A</p> <p>AAPA 11:7,11 12:4 able 7:2 9:24 absent 6:13 abstract 9:21,25 accommodate 12:3 adjourn 13:14 adjourned 13:16 afternoon 4:12 5:17 9:12 agenda 12:22 ago 7:21 agreed 4:19 5:20 agreement 4:21 5:19 ahead 9:20,24 9:25 Aidy 1:25 alerted 9:20 Allegiance 3:4,5 Almira 1:21 2:22,23 3:11 3:24,25 4:11 5:6 7:24,25 8:9 8:12 12:14,20 13:5 Alonzo 1:25 amendment 3:22 4:6,15,25 5:7 American 8:1 amount 5:3 12:22 answer 9:25 application 5:4 appreciate 6:24 7:3 9:2,5 appropriate 5:1 approve 4:15 April 8:2,3 asked 9:20</p>	<p>assess 5:3 Association 8:1 attend 11:9 attendees 2:5 attending 1:18 11:8 attorney 1:23,24 3:11,12 4:5 6:6 attorneys 3:8 10:10,15 Authorities' 8:2 authorize 5:2,5 authorized 14:9 aye 6:10 ayes 6:11</p> <hr/> <p style="text-align: center;">B</p> <p>Bantel 9:10,11 9:11 Beach 1:2,10,11 2:3,4 3:23 7:22 9:11,15,22 10:2 14:5 beginning 2:4 behalf 5:6 believe 6:21 better 12:13 Bicknell 1:24 3:12 4:5,9,12 4:13 5:22 Bicknell's 6:6 Blair 1:20 2:19 3:10 Board 1:1,3 2:2 4:16 5:2,7 bring 4:5,7 brought 12:17 buried 9:15 business 1:23 3:21 9:1</p> <hr/> <p style="text-align: center;">C</p> <p>C 14:1,1 call 2:9 card 9:9</p>	<p>cards 7:12 carries 6:12 celebrate 7:20 8:4 celebrating 8:6 celebration 7:23 8:8 certify 14:8 Chair 1:19,20 2:8,10,11,12 2:13 3:1,2,6,16 3:17,20 4:8,10 5:9,11,13,14 5:15 6:1,4,7,8 6:12,16,19 7:4 7:17,24 8:15 9:8 10:4,17,19 10:24 11:5,13 11:16,17,18,24 12:2,11 13:1,4 13:6,8,11,13 change 4:16,22 5:8 12:5,7,9 changing 11:19 Charles 9:9,11 10:15 chorus 6:11 Ciklin 1:20 2:19 2:20 3:10 8:15 8:16,21,25 9:2 10:8,9 11:1 12:10,12,18,23 13:3,7,12 City 9:21,21 10:1,20,23 Civil 3:22 Clerk 1:24 2:9 College 8:20 come 2:8 7:6,13 9:6 10:16 comment 5:12 6:17 7:24 9:9 10:9 11:3 12:2 comments 6:2,6 7:4,11 9:13</p>	<p>10:7,18 13:13 Commissioner 1:20,21 2:17 2:18,19,20 3:9 3:9,10 4:1 6:3 6:4,5,13,17,20 8:15,16,21,25 9:2 10:8,9,25 11:1,3,6,14,16 11:22 12:10,12 12:18,23 13:3 13:7,10,12 Commissioners 1:1 4:2,12,14 4:14 5:18 6:9 9:12 11:9 12:4 Commissioners' 11:8,12 committed 6:22 6:23 common 10:11 communities 7:20 competent 6:24 completed 7:8 comprise 14:11 Comptroller's 9:16,19,23 concerned 12:21 conclude 7:5 concluded 7:2 13:18 conclusion 10:16 condition 4:18 conditions 5:24 conference 12:6 conflict 12:9 conflicts 12:4 conjunction 4:4 consent 4:19,24 5:23 consider 11:10 consideration 3:21</p>	<p>consistent 6:6 11:19 Construction 3:22 contact 10:21 contacted 9:17 contingent 4:17 continuation 1:3 2:2 4:3 continue 3:20 4:10 12:8 contract 3:22 4:3 correct 12:21 14:11 correction 10:22 Counsel 2:24 4:13 COUNTY 14:5 court 3:13 Craft 7:13,15,15 7:18 8:7,11,14 8:19,22 9:1,7 curious 8:18</p> <hr/> <p style="text-align: center;">D</p> <p>D 3:21 damages 5:3 date 5:25 11:6 11:19,20 12:9 day 7:19,20 8:2 8:11 13:1,3,4,7 14:15 definitely 8:5,10 Delegation 10:22 Deputy 1:22,24 Development 1:23 Director 1:21,23 2:21,23 3:11 3:25 4:11 5:2,6 7:25 8:9,12 12:14,20 13:5 Director/CFO</p>
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<p>1:22 discussed 5:20 discussion 4:3 6:8,9 dismiss 3:14 District 1:2 3:23 districts 10:12 10:14 Don 3:12 4:5,13 Donald 1:24 Dytrych 4:13</p> <hr/> <p style="text-align: center;">E</p> <p>E 14:1,1 East 1:10 2:3 effort 7:3 eight 7:1,1 Engineer 1:22 enjoyable 8:11 Enright 1:19 2:8 2:10,11 3:2,6 3:11,17,20 4:8 4:10 5:9,13,15 6:1,4,8,12,16 6:19 7:4,17,24 8:15 9:8 10:4 10:17,24 11:5 11:13,17 12:2 12:11 13:1,4,6 13:8,11,13 entertain 4:15 everybody 7:3 excuse 3:17 execute 5:6 executed 4:21 4:22,24,25 5:21 executions 5:1 executive 1:21 2:21,23 3:7,11 3:25 4:11 5:2,6 7:25 8:9,12 12:14,20,25 13:5 exhibit 4:17</p>	<p>exhibits 4:22 5:8 expect 5:22 expected 5:21 expects 11:20 explain 4:6</p> <hr/> <p style="text-align: center;">F</p> <p>F 14:1 fact 9:14 fashion 7:8,9 favor 6:9 feel 6:20 find 10:15 findings 10:5 finds 10:15 fine 13:9 finishing 6:22 first 12:17 Flag 13:1,4,5,7 Florida 1:11 2:4 10:13 14:4 follow 8:10 following 2:1 11:10 foregoing 14:9 14:11 form 4:19 forward 7:7,13 10:5 four 4:17,23 5:8 four/zero 6:12 front 4:2 fully 4:20,22,24 4:25 5:21,22 8:22 further 4:6</p> <hr/> <p style="text-align: center;">G</p> <p>Gary 4:13 give 10:2 go 6:21 9:4,24 9:25 11:5 going 3:7,13 10:6 11:4,22 11:25 12:22</p>	<p>good 4:12 5:17 8:7 9:12 graduate 8:19 Greg 3:12 Gregory 1:23 2:24 guy 8:16</p> <hr/> <p style="text-align: center;">H</p> <p>hand 14:15 happy 7:6 hear 10:5 hereinabove 2:5 hereunto 14:14 holiday 13:2 hope 6:20 Hopefully 3:16 6:25 Howard 1:24 2:10,12,14,17 2:19,21,24 3:1</p> <hr/> <p style="text-align: center;">I</p> <p>including 5:8 individuals 6:21 industry 8:23 information 9:15 informed 5:22 interest 8:17 9:3 interested 10:14 Ira 5:17 issues 10:13 item 4:2,6 items 5:5 12:22</p> <hr/> <p style="text-align: center;">J</p> <p>J 1:20 Jack 7:13,15 Jarra 1:23 Jean 1:19 2:10 3:10 join 7:22 joining 7:17 José 1:22</p>	<p>Jr 1:24 3:12 June 11:14 13:15</p> <hr/> <p style="text-align: center;">K</p> <p>Kaczvara 1:23 Katherine 2:14 kindly 11:10 knew 7:6 know 7:9 9:3 10:10 11:24 Kruger 3:13 14:8,21</p> <hr/> <p style="text-align: center;">L</p> <p>L 1:19 lawsuit 4:4 legislative 10:21 10:22 length 5:20 let's 2:9 3:3 Libanoff 5:17 5:17 6:15 liquidated 5:3 live 7:15 LLC 3:23 LMH 3:22 4:3 4:21 5:2,4,11 5:14,15,20 6:22,24 looking 7:7 10:5 10:10 lot 10:14 love 9:1</p> <hr/> <p style="text-align: center;">M</p> <p>M 1:21 Madam 3:1 11:16 manager 9:18 Manny 3:11 12:12 Manuel 1:21 2:21 maritime 7:19</p>	<p>7:19 8:20 matter 10:11 McArthur 1:20 2:12,13 3:10 3:16 5:11,14 6:7 10:19 11:16,18,24 mean 12:5 meeting 1:3 2:2 2:8 3:21 9:14 11:4,6 12:6,16 12:17,25 13:15 13:15 meetings 9:4 mention 8:4 messed 11:24 minutes 3:15 month 11:21 motion 4:15 5:10 6:5,7,12 move 12:23 moved 7:21</p> <hr/> <p style="text-align: center;">N</p> <p>name 7:14 nation 7:20 national 12:6 need 12:8,24 New 8:19 Nice 5:18 noted 2:5 notes 14:12 November 5:4 number 3:21 4:6 4:15,17,25 5:7 5:8</p> <hr/> <p style="text-align: center;">O</p> <p>obviously 7:19 occur 5:24 office 9:16,19,23 Oh 11:13 okay 4:7 8:11,14 8:21,25 9:14 12:12 13:6,14</p>
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<p>old 3:21 9:24 online 9:4 opposing 11:19 order 2:9 4:17 5:8 orders 4:23 overlap 11:11</p> <hr/> <p style="text-align: center;">P</p> <hr/> <p>p.m 1:12,12,13 1:13 2:5 3:19 3:19 13:17 pages 14:11 Palm 1:2,10 2:3 3:23 7:22 9:11 9:21 14:5 part 9:15 participate 8:1 particular 4:22 parties 4:20 Paul 1:22 pay 5:4 permission 4:5 person 9:18,19 Peyton 1:20 2:12 3:9 11:23 Picken 1:23 2:24 2:25 3:12 place 14:10 please 2:9 3:3,17 5:16 6:9 7:13 7:14 Pledge 3:3,5 point 5:3 port 1:2,10,22 1:23,24 2:3,24 3:23 4:13,24 7:22 8:1,16,17 ports 8:18 precedent 4:18 5:24 Present 2:11,13 3:8 presented 5:19 previous 11:10</p>	<p>printed 11:7 prior 5:23,24 probability 10:21 probably 3:14 10:12 proceedings 3:19 13:17 14:10,13 professional 7:9 project 6:23 7:2 7:7 provided 4:16 public 1:25 7:11 11:20</p> <hr/> <p style="text-align: center;">Q</p> <hr/> <p>question 10:1 12:10 quite 7:21 quorum 3:1</p> <hr/> <p style="text-align: center;">R</p> <hr/> <p>R 1:22,24 14:1 read 9:4 reason 12:15 Recall 12:16 receipt 4:18 receive 4:24 5:5 recess 3:18 recited 3:5 records 9:16,19 9:24 regardless 12:3 12:5 regular 12:16 13:8 Relations/Me... 1:25 REMEMBER... 2:1 report 14:9 reporter 3:13 representative 5:15</p>	<p>residence 7:14 respective 5:7 response 2:16 retired 8:22 return 3:14 reviewing 9:24 Richards 1:21 2:17,18 3:9 6:3 6:4,5,17,20 10:25 11:3,6 11:14,22 13:10 right 11:13 Rivera 9:15,22 Riviera 1:11 2:3 10:2 roll 2:9 row 12:1 Ryan 4:13</p> <hr/> <p style="text-align: center;">S</p> <hr/> <p>S 14:8,21 saw 8:7 Seaport 8:2 seated 3:6 second 6:7 Secretary/Tre... 2:14 see 5:18 10:15 12:14 13:16 seek 10:22 Seminar 11:8,12 sense 10:11 session 3:7,8,14 12:25 set 13:15 14:14 signed 4:18 similar 10:13 sir 8:5,12 12:11 snuck 4:9 Soler 1:22 special 10:12,14 12:24 Specialist 1:25 specific 9:18 Sr 1:23</p>	<p>staff 6:23,24 stand 3:3 start 10:8 state 7:14 10:13 14:4 stated 14:10 stenotype 14:12 Street 1:10 2:3 subject 4:20 sure 10:16,22 surety 4:19,25 5:23 Susan 3:13 14:8 14:21</p> <hr/> <p style="text-align: center;">T</p> <hr/> <p>T 14:1,1 taken 14:12 takes 9:3 ten 7:1 thank 3:2,25 4:11 5:9 6:1,14 6:15 7:3,9,17 8:12,14 9:7,8 10:3,4,6,17,23 10:24 13:10,11 thereto 4:17,22 thing 9:17 think 6:25 10:11 11:20 13:8 third 11:21 three 4:23 Thursday 11:21 time 5:23 7:8 9:5 11:7,18,25 12:7 14:10 timely 7:8 top 11:1,1 transcription 14:12 tried 12:3 true 14:11 Tuesday 4:21 5:1,5,21 Tuesday's 5:25</p>	<p>turn 6:25 turns 10:20 Twenty 3:17 twice 11:25 two 4:20,23 5:24 7:12</p> <hr/> <p style="text-align: center;">U</p> <hr/> <p>U.S 8:2 update 9:13 10:2</p> <hr/> <p style="text-align: center;">V</p> <hr/> <p>Venice 1:24 Vice 1:20 2:12 2:13 3:16 5:11 5:14 6:7 10:19 11:18,24</p> <hr/> <p style="text-align: center;">W</p> <hr/> <p>W 1:20 wait 11:4 Waldron 2:15 6:13 want 6:17 wanted 10:2 Wayne 1:21 2:17 3:9 11:2 we'll 7:2 8:5,9 10:7,16 we're 3:7,13 10:5 12:22 13:6 we've 12:2,4,7,8 12:16 Wednesday 1:9 2:4 week 4:21 11:10 weeks 7:1,1 welcome 9:4 11:9 Wellington 7:16 went 9:20 12:20 West 9:11,21 WHEREOF</p>
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WITNESS	13:15			
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**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ALL "E" ITEMS**

PREPARED BY: Venice Howard District Clerk/Records Administrator June 14, 2018

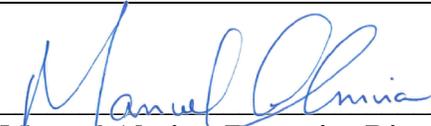
SUBJECT: Approval of the Consent Agenda

BACKGROUND: All matters listed under this item are considered to be routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business for separate discussion and consideration.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to authorize the Executive Director to execute any documents requiring signature that are approved as part of the Consent Agenda.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM E-1**

PREPARED BY: Paul J. Zielinski Deputy Director - CFO June 14, 2018

SUBJECT: Financial Statements for the month and seven months ended April 30, 2018 (FY 2018).

BACKGROUND: Financial results charts, Statement of Net Position, Schedule of Revenues and Expenses – Actual and Budget, Analysis of Expenses – (by category and department) – Actual and Budget by month and year to date, for the month and six months ended April 30, 2018 (FY 2018).

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: None

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the Financial Statements for the month and seven months ended April 30, 2018.

Respectfully Submitted By:



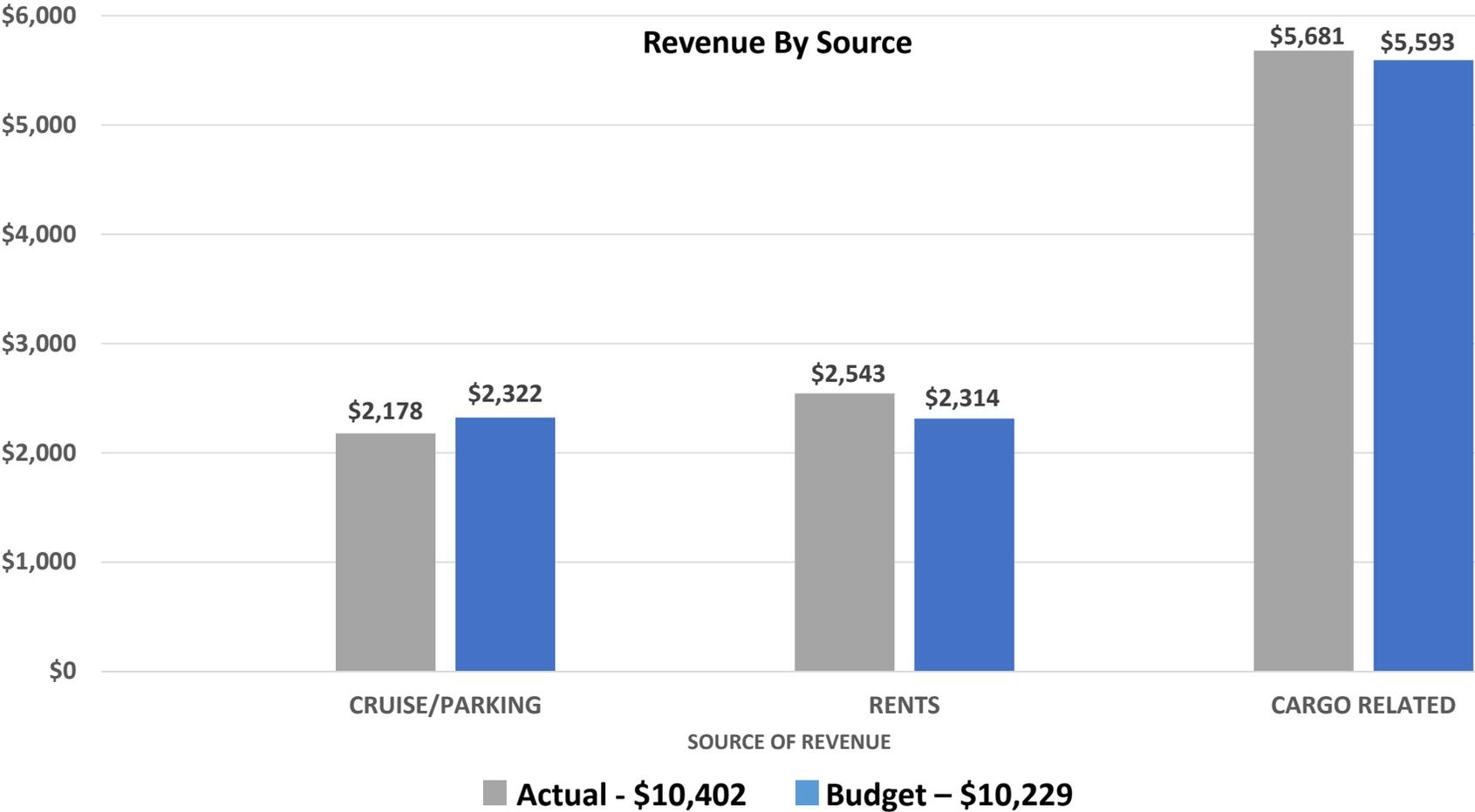
Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

PORT OF PALM BEACH

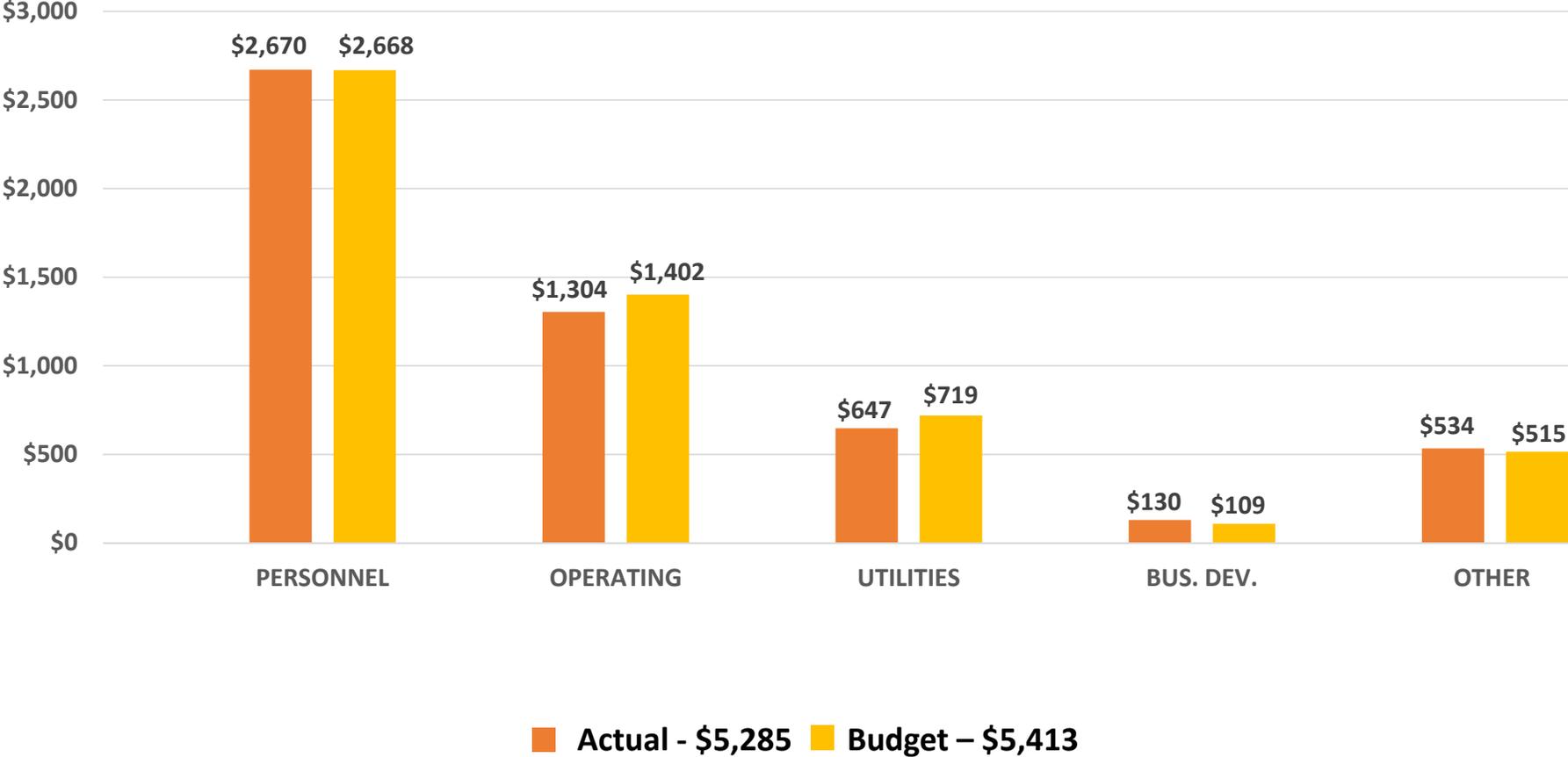
Oct. 1 to Apr. 30, 2018



PORT OF PALM BEACH

Oct. 1 to Apr. 30, 2018

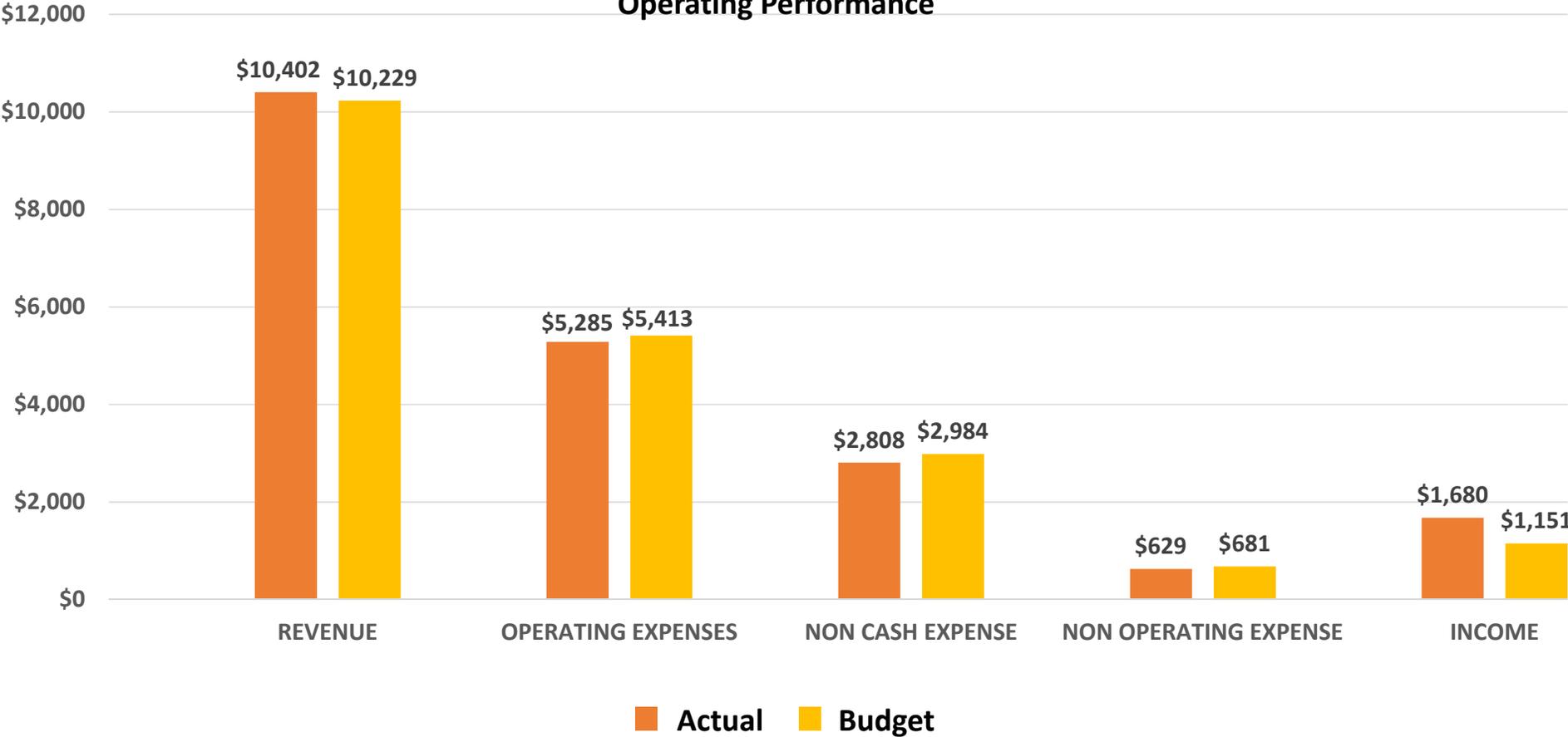
Expenses



PORT OF PALM BEACH

Oct. 1 to Apr. 30, 2018

Operating Performance



**Port of Palm Beach District
Statement of Net Position
April 30, 2018
(Unaudited)**

ASSETS

Current Assets:

Cash and cash equivalents	\$	20,271,088
Accounts receivable (net of allowance for uncollectables)		1,431,028
Grants receivable		179,955
Prepaid items		443,227
Restricted assets:		
Cash and cash equivalents		8,332,220
Total Current Assets		<u>30,657,518</u>

Noncurrent Assets:

Prepaid items - Master Plan		231,092
Total Other Noncurrent Assets		<u>231,092</u>

Capital Assets:

Land		28,119,220
Building and improvements		60,903,242
Slips and improvements		49,895,448
Other improvements		35,856,431
Wharf and loading ramps		7,798,154
Autos and trucks		502,716
Furniture and fixtures		352,277
Machinery and equipment		2,608,640
Computer equipment		1,452,287
Construction in progress		11,566,572
Less: Accumulated Depreciation		<u>(77,456,779)</u>
Total Capital Assets (net of accumulated depreciation)		<u>121,598,208</u>

Total Noncurrent Assets		<u>121,829,300</u>
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Total Assets	\$	<u>152,486,818</u>
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DEFERRED OUTFLOWS OF RESOURCES

Deferred outflows of resources:

Pension related items		1,459,258
Deferred loss on bond refunding, net		573,324
Total Deferred Outflows of Resources	\$	<u>2,032,582</u>

Port of Palm Beach District
Statement of Net Position
April 30, 2018
(Unaudited)

LIABILITIES

Current Liabilities:

Accounts payable and accrued expenses	\$	1,055,325
Unearned revenue		602,007
Compensated absences payable - short-term		179,304
Payable from restricted assets:		
Security deposits		375,000
Accounts payable and accrued expenses		79,149
Contracts payable		147,720
Accrued revenue bonds interest payable		80,990
Current portion of revenue bond payable		3,430,325
Total Current Liabilities		<u>5,949,820</u>

Noncurrent Liabilities:

Compensated absences payable - long-term		179,304
Other post-employment benefits		207,334
Net pension liability		3,526,193
Restricted capital appreciation revenue bond interest payable		6,524,202
Revenue bonds payable (less unamortized bond discount and current portion)		20,441,609
Total Noncurrent Liabilities		<u>30,878,642</u>

Total Liabilities		<u>36,828,462</u>
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DEFERRED INFLOWS OF RESOURCES

Deferred inflows of resources:

Pension related items		<u>203,455</u>
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NET POSITION

Net Investment in capital assets		98,299,597
Restricted for debt service		186,062
Restricted for renewal and replacement		445,442
Restricted for business development		653,074
Designated - Capital improvement		4,577,453
Undesignated - Operations		13,325,855
Total Net Position	\$	<u>117,487,483</u>

Port of Palm Beach District
(Unaudited)
Schedule of Revenues and Expenses - Actual and Budget
For the Month and Seven Months Ending Monday, April 30, 2018

	<u>Actual April 2018</u>	<u>Current Actual FY 2018 YTD</u>	<u>Prior Actual FY 2017 YTD</u>	<u>\$ Variance Over (Under) to Prior Year</u>	<u>Approved Budget FY 2018 YTD</u>	<u>\$ Variance Over (Under) Current Actual to Budget YTD</u>
Operating Revenues:						
Wharfage	298,223	2,271,875	2,219,628	52,247	2,365,358	(93,483)
Dockage	198,207	1,391,750	1,338,410	53,340	1,362,136	29,614
Parking	137,979	571,617	807,891	(236,274)	919,941	(348,324)
Passengers - Multi-day	851,972	2,909,173	3,772,793	(863,620)	4,282,342	(1,373,169)
Storage	15,703	164,777	48,910	115,867	34,679	130,098
Water	8,001	58,696	50,668	8,028	52,856	5,840
Line Handling	7,344	64,260	85,600	(21,340)	85,832	(21,572)
Switching	56,489	388,577	369,602	18,975	380,601	7,976
Licenses and Permits	200	117,700	104,900	12,800	105,300	12,400
Vessel Bunkers	3,282	32,397	34,835	(2,438)	33,844	(1,447)
Cargo Terminal Fee	64,190	445,557	410,289	35,268	458,427	(12,870)
Security Fees - Cargo	52,608	361,995	338,345	23,650	374,449	(12,454)
Special Detail Security Fees	164	13,212	21,420	(8,208)	3,500	9,712
Identification Badging	2,106	15,303	16,337	(1,034)	17,925	(2,622)
Harbor Master Fee	17,380	124,188	109,656	14,532	114,529	9,659
Rent	382,519	2,542,692	2,469,415	73,277	2,314,462	228,230
Miscellaneous Income	30,607	544,427	224,857	319,570	203,673	340,754
Total Operating Revenues	<u>2,126,974</u>	<u>12,019,606</u>	<u>12,423,556</u>	<u>(403,950)</u>	<u>13,109,854</u>	<u>(1,090,248)</u>
Less: Direct Marketing Support	473,505	1,617,361	2,309,326	(691,965)	2,880,787	(1,263,426)
Net Operating Revenues	<u>1,653,469</u>	<u>10,402,245</u>	<u>10,114,230</u>	<u>288,015</u>	<u>10,229,067</u>	<u>173,178</u>
Operating Expenses:						
Administrative and HR	57,736	423,850	384,013	39,837	399,259	24,591
Office - Finance and IT	79,335	524,583	540,231	(15,648)	509,540	15,043
Engineering	1,000	23,386	14,052	9,334	0	23,386
Consultant	3,000	21,045	22,559	(1,514)	21,000	45
Legal	28,273	72,964	52,425	20,539	58,333	14,631
General Maintenance	140,227	872,102	926,700	(54,598)	937,352	(65,250)
Railroad	16,699	110,932	78,153	32,779	96,062	14,870
Operations	12,366	61,864	60,579	1,285	62,347	(483)
General Expense	138,458	1,007,567	1,044,456	(36,889)	1,047,803	(40,236)
Security	176,398	1,012,923	1,040,656	(27,733)	1,161,871	(148,948)
Business Development	47,575	392,137	380,810	11,327	369,474	22,663
Community Grants	300	6,695	5,849	846	6,695	0
Cruise Terminal	28,150	221,613	160,084	61,529	229,047	(7,434)
Maritime Office Complex	24,766	173,360	139,322	34,038	182,010	(8,650)
Southgate Complex	7,076	35,473	34,203	1,270	35,707	(234)
Renewal and Replacement	19,505	280,046	101,879	178,167	250,000	30,046
Maritime Office Building	4,550	44,435	28,125	16,310	46,492	(2,057)
Total Operating Expenses	<u>785,414</u>	<u>5,284,975</u>	<u>5,014,096</u>	<u>270,879</u>	<u>5,412,992</u>	<u>(128,017)</u>
Oper. Income Before Depr & Amort	<u>868,055</u>	<u>5,117,270</u>	<u>5,100,134</u>	<u>17,136</u>	<u>4,816,075</u>	<u>301,195</u>
Less: Depreciation Expense	395,423	2,779,274	2,773,995	5,279	2,955,864	(176,590)
Less: Amortization Expense	4,068	28,476	16,810	11,666	28,477	(1)
Operating Income (Loss)	<u>468,564</u>	<u>2,309,520</u>	<u>2,309,329</u>	<u>191</u>	<u>1,831,734</u>	<u>477,786</u>
Non-Oper. Revenues (Expenses):						
Interest Income	13,578	76,535	13,028	63,507	28,000	48,535
Insurance Recoveries	0	1,071	60,721	(59,650)	0	1,071
Grant Revenue	0	44,014	0	44,014	43,750	264
Gain or (Loss) on Disposal of Assets	1,050	1,050	2,500	(1,450)	0	1,050
Grant Expenses	0	0	0	0	0	0
Interest Expense	(107,475)	(752,328)	(758,384)	6,056	(752,328)	0
Total Non-Oper. Revenue (Expenses)	<u>(92,847)</u>	<u>(629,658)</u>	<u>(682,232)</u>	<u>52,574</u>	<u>(680,578)</u>	<u>50,920</u>
Income (Loss) before contributions	<u>375,717</u>	<u>1,679,862</u>	<u>1,627,097</u>	<u>52,765</u>	<u>1,151,156</u>	<u>528,706</u>
Capital Contributions	95,923	301,719	1,984,544	(1,682,825)		
Change in Net Position	<u>471,640</u>	<u>1,981,581</u>	<u>3,611,641</u>	<u>(1,630,060)</u>		

**Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Seven Months Ending Monday, April 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>April Current Actual</u>	<u>April Approved Budget</u>	<u>Monthly Variance</u>
<u>SALARIES & BENEFITS:</u>								
Salaries & Contract Labor	1,735,761	1,688,735	(47,026)	1,190,853	2,926,614	231,628	225,429	(6,199)
Overtime	88,933	115,385	26,452	111,067	200,000	6,146	15,385	9,239
F.I.C.A. Taxes	126,739	134,804	8,065	106,921	233,660	17,179	17,973	794
Unemployment	0	0	0	1,000	1,000	0	0	0
Health and Life Insurance	551,350	553,584	2,234	397,650	949,000	78,170	79,084	914
Florida Retirement Benefits	167,153	175,280	8,127	136,665	303,818	21,661	23,371	1,710
	<u>2,669,936</u>	<u>2,667,788</u>	<u>(2,148)</u>	<u>1,944,156</u>	<u>4,614,092</u>	<u>354,784</u>	<u>361,242</u>	<u>6,458</u>

SERVICES & SUPPLIES:

Commercial Property & Liability	215,930	246,167	30,237	216,070	432,000	31,436	35,167	3,731
Tenant Property Taxes Taxes	38	40	2	9,962	10,000	0	0	0
Legal Fees	72,964	58,333	(14,631)	27,036	100,000	28,273	8,333	(19,940)
Audit & Accounting Fees	79,326	79,330	4	9,674	89,000	8,466	8,465	(1)
Consultants	21,045	21,000	(45)	17,955	39,000	3,000	3,000	0
Engineering Fees	23,386	0	(23,386)	(23,386)	0	1,000	0	(1,000)
Trustee Fees For Bond Issues	2,523	2,525	2	4,977	7,500	0	0	0
Bad Debt Expense	0	0	0	10,000	10,000	0	0	0
Drug-Free Workplace	1,372	1,000	(372)	(372)	1,000	218	0	(218)
Uniforms	16,528	18,667	2,139	10,972	27,500	8,327	4,832	(3,495)

**Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Seven Months Ending Monday, April 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>April Current Actual</u>	<u>April Approved Budget</u>	<u>Monthly Variance</u>
Equipment Costs & Fuel	48,060	47,067	(993)	41,940	90,000	4,156	4,647	491
Buildings & Grounds Expenses	347,732	339,963	(7,769)	187,768	535,500	45,077	39,273	(5,804)
Trash Removal	27,279	25,900	(1,379)	17,121	44,400	3,333	3,700	367
Railroad Expense	21,148	15,000	(6,148)	(1,148)	20,000	4,005	0	(4,005)
Locomotive Expense	41,875	39,677	(2,198)	33,125	75,000	4,536	4,447	(89)
Employee Development & Training	6,089	6,095	6	18,911	25,000	708	710	2
Office Expenses	31,515	32,375	860	23,985	55,500	5,570	4,625	(945)
Information Technology	69,830	55,633	(14,197)	42,755	112,585	18,499	19,293	794
Contract Security	456,289	625,520	169,231	616,031	1,072,320	95,633	89,360	(6,273)
Other Security Expense	21,834	20,197	(1,637)	23,166	45,000	1,760	1,667	(93)
TWIC & ID Badging	4,199	2,917	(1,282)	801	5,000	125	417	292
Tenant Operating Costs	10,878	10,875	(3)	9,122	20,000	5,550	5,550	0
	<u>1,519,840</u>	<u>1,648,281</u>	<u>128,441</u>	<u>1,296,465</u>	<u>2,816,305</u>	<u>269,672</u>	<u>233,486</u>	<u>(36,186)</u>

BUSINESS DEVELOPMENT:

Registration & Training Fees	2,975	2,975	0	22,025	25,000	0	0	0
Community Affairs	10,932	10,930	(2)	17,068	28,000	600	600	0
Travel Expenses - Employees	10,019	10,020	1	9,981	20,000	(539)	(540)	(1)
Travel Expenses - Board	0	0	0	30,000	30,000	0	0	0
Trade Development	31,146	24,588	(6,558)	42,354	73,500	4,209	2,728	(1,481)

**Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Seven Months Ending Monday, April 30, 2018**

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	April Current Actual	April Approved Budget	Monthly Variance
Dues & Subscriptions	38,442	37,485	(957)	27,658	66,100	4,254	5,175	921
Marketing	31,067	20,215	(10,852)	9,833	40,900	2,299	1,000	(1,299)
Website & Other	5,260	2,625	(2,635)	(760)	4,500	727	375	(352)
	129,841	108,838	(21,003)	158,159	288,000	11,550	9,338	(2,212)

UTILITY SERVICES:

Water & Sewer	332,438	384,195	51,757	384,579	717,017	77,853	66,564	(11,289)
Electricity	239,880	255,792	15,912	198,620	438,500	30,244	36,542	6,298
Telephone Expense	74,915	79,042	4,127	60,585	135,500	11,588	11,292	(296)
	647,233	719,029	71,796	643,784	1,291,017	119,685	114,398	(5,287)

RENEWAL & REPLACEMENT:

Renewal & Replacement Exp.	280,046	250,000	(30,046)	(30,046)	250,000	19,505	0	(19,505)
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OTHER EXPENSES:

Miscellaneous Expenses	38,075	19,057	(19,018)	7,925	46,000	10,218	3,887	(6,331)
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TOTAL EXPENSES	5,284,971	5,412,993	128,022	4,020,443	9,305,414	785,414	722,351	(63,063)
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**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Seven Months Ending Monday, April 30, 2018**

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	April Current Actual	April Approved Budget	Monthly Variance
<u>FINANCE & I.T.</u>								
Salaries	349,393	345,513	(3,880)	249,497	598,890	44,937	46,068	1,131
F.I.C.A. Expense	24,558	25,750	1,192	20,075	44,633	3,318	3,433	115
Telephone	45,473	46,667	1,194	34,527	80,000	6,533	6,667	134
Computer Training/Consulting	24,343	24,355	12	25,107	49,450	2,968	2,970	2
Computer Maintenance	25,449	25,445	(4)	27,686	53,135	15,491	15,490	(1)
Postage	1,157	1,750	593	1,843	3,000	517	250	(267)
Office Maintenance	5,569	5,833	264	4,431	10,000	798	833	35
Records Storage	1,634	1,750	116	1,366	3,000	233	250	17
Computer Software & Supplies	20,038	5,833	(14,205)	(10,038)	10,000	40	833	793
Printing	3,266	3,500	234	2,734	6,000	889	500	(389)
Public Notice Publication	4,543	2,917	(1,626)	457	5,000	1,610	417	(1,193)
Miscellaneous - Office	8,557	8,560	3	6,443	15,000	1,278	1,280	2
Office Supplies	10,605	11,667	1,062	9,395	20,000	724	1,667	943
Total	524,585	509,540	(15,045)	373,523	898,108	79,336	80,658	1,322

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Seven Months Ending Monday, April 30, 2018**

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	April Current Actual	April Approved Budget	Monthly Variance
<u>GENERAL MAINTENANCE</u>								
Salaries	275,086	271,996	(3,090)	196,374	471,460	34,808	36,266	1,458
Overtime	14,355	28,846	14,491	35,645	50,000	856	3,846	2,990
Overtime - Line Handling	14,437	17,308	2,871	15,563	30,000	1,262	2,308	1,046
F.I.C.A. Expense	22,229	25,707	3,478	22,329	44,558	2,710	3,428	718
Telephone	5,303	4,958	(345)	3,197	8,500	850	708	(142)
Water	291,512	342,340	50,828	353,753	645,265	71,998	60,585	(11,413)
Water - Maintenance Office	905	1,022	117	847	1,752	137	146	9
Stormwater Assessment	40,021	40,833	812	29,979	70,000	5,717	5,833	116
Electricity	75,138	78,750	3,612	59,862	135,000	7,764	11,250	3,486
Equipment Rental	1,402	1,405	3	13,598	15,000	215	215	0
Generator Supplies	13,107	10,000	(3,107)	(3,107)	10,000	190	0	(190)
Building & Grounds	54,409	50,000	(4,409)	(4,409)	50,000	6,393	1,985	(4,408)
Trash Removal	6,919	3,733	(3,186)	(519)	6,400	401	533	132
Uniforms	5,507	11,667	6,160	14,493	20,000	1,143	1,667	524
Gas & Oil	18,302	20,417	2,115	16,698	35,000	2,234	2,917	683
Janitorial Services & Supplies	4,390	4,375	(15)	3,110	7,500	531	625	94
Supplies	13,830	8,750	(5,080)	1,170	15,000	1,500	1,250	(250)
Equipment Repair	15,249	15,245	(4)	14,751	30,000	1,517	1,515	(2)
Total	872,101	937,352	65,251	773,334	1,645,435	140,226	135,077	(5,149)

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Seven Months Ending Monday, April 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>April Current Actual</u>	<u>April Approved Budget</u>	<u>Monthly Variance</u>
<u>SECURITY</u>								
Salaries	420,778	409,669	(11,109)	289,315	710,093	58,095	54,623	(3,472)
Overtime	37,289	51,923	14,634	52,711	90,000	1,622	6,923	5,301
F.I.C.A. Expense	33,221	35,312	2,091	27,987	61,208	4,318	4,708	390
Security Equipment Repairs	8,525	8,530	5	16,475	25,000	0	0	0
Telephone	6,393	6,417	24	4,607	11,000	958	917	(41)
Uniforms	11,021	7,000	(4,021)	(4,021)	7,000	7,184	3,165	(4,019)
Identification Badging	4,199	2,917	(1,282)	801	5,000	125	417	292
Riviera Beach Police Presence	31,880	49,583	17,703	53,120	85,000	10,234	7,083	(3,151)
Contract Security - Cargo & TWIC	54,830	60,667	5,837	49,170	104,000	7,359	8,667	1,308
Miscellaneous - Security	21,899	2,917	(18,982)	(16,899)	5,000	6,704	417	(6,287)
Contract Security - Cruise	341,584	476,000	134,416	474,416	816,000	68,192	68,000	(192)
Contract Security - Parking	27,995	39,270	11,275	39,325	67,320	9,848	5,610	(4,238)
Radio Maintenance	13,309	11,667	(1,642)	6,691	20,000	1,760	1,667	(93)
Total	<u>1,012,923</u>	<u>1,161,872</u>	<u>148,949</u>	<u>993,698</u>	<u>2,006,621</u>	<u>176,399</u>	<u>162,197</u>	<u>(14,202)</u>

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Seven Months Ending Monday, April 30, 2018**

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	April Current Actual	April Approved Budget	Monthly Variance
<u>RAILROAD</u>								
Salaries	18,413	17,885	(528)	12,587	31,000	3,345	2,385	(960)
Overtime	22,852	17,308	(5,544)	7,148	30,000	2,406	2,308	(98)
F.I.C.A. Expense	3,097	2,693	(404)	1,570	4,667	433	359	(74)
Locomotive Rental	0	0	0	2,500	2,500	0	0	0
Train Derailment	6,869	6,870	1	3,131	10,000	0	0	0
Locomotive Fuel & Oil	18,245	16,042	(2,203)	9,255	27,500	2,381	2,292	(89)
Track R&M Exp.	21,148	15,000	(6,148)	(6,148)	15,000	4,005	0	(4,005)
Locomotive R&M Exp.	16,761	16,765	4	18,239	35,000	2,155	2,155	0
Railroad Equipment	0	0	0	5,000	5,000	0	0	0
Miscellaneous	3,546	3,500	(46)	(46)	3,500	1,973	1,925	(48)
Total	110,931	96,063	(14,868)	53,236	164,167	16,698	11,424	(5,274)

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Seven Months Ending Monday, April 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>April Current Actual</u>	<u>April Approved Budget</u>	<u>Monthly Variance</u>
<u>BUSINESS DEVELOPMENT</u>								
Salaries	226,783	223,634	(3,149)	160,850	387,633	30,133	29,818	(315)
Florida Retirement System	23,065	23,285	220	17,295	40,360	3,098	3,105	7
F.I.C.A. Expense	14,923	15,468	545	11,888	26,811	2,242	2,062	(180)
Miscellaneous	2,989	2,995	6	2,011	5,000	164	165	1
Website	5,241	2,042	(3,199)	(1,741)	3,500	727	292	(435)
Telephone Expense	2,490	3,208	718	3,010	5,500	688	458	(230)
Promotion	3,948	3,950	2	13,452	17,400	1,000	1,000	0
Trade Development	15,506	15,505	(1)	25,994	41,500	596	595	(1)
Trade Development - Dining	9,990	4,083	(5,907)	(2,990)	7,000	1,413	583	(830)
Trade Missions	0	0	0	20,000	20,000	0	0	0
Travel Expenses	10,019	10,020	1	9,981	20,000	(539)	(540)	(1)
Travel Expenses - McArthur	0	0	0	6,000	6,000	0	0	0
Travel Expenses - Ciklin	0	0	0	6,000	6,000	0	0	0
Travel Expenses - Richards	0	0	0	6,000	6,000	0	0	0
Travel Expenses - Waldron	0	0	0	6,000	6,000	0	0	0
Travel Expenses - Enright	0	0	0	6,000	6,000	0	0	0
Community Relations	4,237	4,235	(2)	13,763	18,000	300	300	0
Postage & Shipping	19	583	564	981	1,000	0	83	83
Trade Development - Sponsorships	5,650	5,000	(650)	(650)	5,000	2,200	1,550	(650)

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Seven Months Ending Monday, April 30, 2018**

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	April Current Actual	April Approved Budget	Monthly Variance
Registration Fees	2,925	2,925	0	17,075	20,000	0	0	0
Membership Dues	31,575	34,767	3,192	28,025	59,600	3,540	4,967	1,427
Training	50	50	0	4,950	5,000	0	0	0
Subscriptions	5,607	1,458	(4,149)	(3,107)	2,500	714	208	(506)
Advertising	24,356	13,500	(10,856)	(10,856)	13,500	1,299	0	(1,299)
Publications	2,763	2,765	2	7,237	10,000	0	0	0
Total	392,136	369,473	(22,663)	347,168	739,304	47,575	44,646	(2,929)

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Seven Months Ending Monday, April 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>April Current Actual</u>	<u>April Approved Budget</u>	<u>Monthly Variance</u>
<u>ADMIN. & H.R.</u>								
Salaries - Commissioners	27,708	27,708	0	19,792	47,500	3,958	3,958	0
Salaries - Exec. Director & Staff	356,147	345,276	(10,871)	242,331	598,478	46,655	46,037	(618)
Contract Admin. Services	14,705	0	(14,705)	(14,705)	0	3,424	0	(3,424)
FICA Expense	25,290	26,275	985	20,254	45,544	3,699	3,503	(196)
Total	<u>423,850</u>	<u>399,259</u>	<u>(24,591)</u>	<u>267,672</u>	<u>691,522</u>	<u>57,736</u>	<u>53,498</u>	<u>(4,238)</u>

**Port of Palm Beach District
 Analysis of Expenses - By Department
 For the Month and Seven Months Ending Monday, April 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>April Current Actual</u>	<u>April Approved Budget</u>	<u>Monthly Variance</u>
<u>LEGAL</u>								
Fees and Expenses	72,964	58,333	(14,631)	27,036	100,000	28,273	8,333	(19,940)
Total	72,964	58,333	(14,631)	27,036	100,000	28,273	8,333	(19,940)

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Seven Months Ending Monday, April 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>April Current Actual</u>	<u>April Approved Budget</u>	<u>Monthly Variance</u>
<u>ENGINEERING</u>								
Retainer - CH2MHILL	7,000	0	(7,000)	(7,000)	0	1,000	0	(1,000)
Fees and Expenses	16,386	0	(16,386)	(16,386)	0	0	0	0
Total	23,386	0	(23,386)	(23,386)	0	1,000	0	(1,000)

**Port of Palm Beach District
 Analysis of Expenses - By Department
 For the Month and Seven Months Ending Monday, April 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>April Current Actual</u>	<u>April Approved Budget</u>	<u>Monthly Variance</u>
<u>CONSULTING</u>								
Consultants - Governmental	21,045	21,000	(45)	17,955	39,000	3,000	3,000	0
Total	21,045	21,000	(45)	17,955	39,000	3,000	3,000	0

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Seven Months Ending Monday, April 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>April Current Actual</u>	<u>April Approved Budget</u>	<u>Monthly Variance</u>
<u>SOUTHGATE COMPLEX</u>								
Buildings & Grounds	7,200	7,200	0	12,800	20,000	3,097	3,095	(2)
Janitorial Services & Supplies	2,265	1,167	(1,098)	(265)	2,000	105	167	62
Miscellaneous	0	0	0	2,500	2,500	0	0	0
Electric	19,443	20,417	974	15,557	35,000	3,023	2,917	(106)
Telephone	3,634	4,083	449	3,366	7,000	560	583	23
Trash Removal	1,837	1,750	(87)	1,163	3,000	290	250	(40)
HVAC Repairs & Maint.	1,094	1,090	(4)	8,906	10,000	0	0	0
Total	<u>35,473</u>	<u>35,707</u>	<u>234</u>	<u>44,027</u>	<u>79,500</u>	<u>7,075</u>	<u>7,012</u>	<u>(63)</u>

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Seven Months Ending Monday, April 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>April Current Actual</u>	<u>April Approved Budget</u>	<u>Monthly Variance</u>
<u>GENERAL EXPENSE</u>								
Audit & Accounting Services	79,326	79,330	4	9,674	89,000	8,466	8,465	(1)
Transcription Services for Board Meetings	4,741	4,958	217	3,759	8,500	799	708	(91)
Bad Debt Expense	0	0	0	10,000	10,000	0	0	0
Unemployment Compensation	0	0	0	1,000	1,000	0	0	0
General Commercial Prop & Liab Insurance	215,930	246,167	30,237	206,070	422,000	31,436	35,167	3,731
Group Health / Dental / Vision	533,023	534,917	1,894	383,977	917,000	75,479	76,417	938
Employee Basic Life Insurance	8,932	8,750	(182)	6,068	15,000	1,277	1,250	(27)
Employee S/Term Disability Ins.	9,395	9,917	522	7,605	17,000	1,413	1,417	4
Florida Retirement System	144,088	151,995	7,907	119,370	263,458	18,563	20,266	1,703
Trustee Fees For Bonds	2,523	2,525	2	4,977	7,500	0	0	0
Drug-Free Workplace	1,372	1,000	(372)	(372)	1,000	218	0	(218)
Insurance Contingency	0	0	0	10,000	10,000	0	0	0
Membership Dues	1,260	1,260	0	2,740	4,000	0	0	0
Training	6,089	6,095	6	18,911	25,000	708	710	2
Ad Valorem Taxes	38	40	2	9,962	10,000	0	0	0
Miscellaneous	849	850	1	4,151	5,000	99	100	1
Total	<u>1,007,566</u>	<u>1,047,804</u>	<u>40,238</u>	<u>797,892</u>	<u>1,805,458</u>	<u>138,458</u>	<u>144,500</u>	<u>6,042</u>

**Port of Palm Beach District
 Analysis of Expenses - By Department
 For the Month and Seven Months Ending Monday, April 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>April Current Actual</u>	<u>April Approved Budget</u>	<u>Monthly Variance</u>
<u>COMMUNITY OUTREACH</u>								
Community Grants - Waldron	1,800	1,800	0	200	2,000	100	100	0
Community Grants - Ciklin	1,300	1,300	0	700	2,000	0	0	0
Community Grants - Richards	2,000	2,000	0	0	2,000	0	0	0
Community Grants - McArthur	345	345	0	1,655	2,000	100	100	0
Community Grants -Enright	1,250	1,250	0	750	2,000	100	100	0
Total	<u>6,695</u>	<u>6,695</u>	<u>0</u>	<u>3,305</u>	<u>10,000</u>	<u>300</u>	<u>300</u>	<u>0</u>

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Seven Months Ending Monday, April 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>April Current Actual</u>	<u>April Approved Budget</u>	<u>Monthly Variance</u>
<u>MARITIME OFFICE BUILDING</u>								
Buildings & Grounds	2,192	2,200	8	7,808	10,000	259	260	1
Telephone - Elevator	980	1,050	70	820	1,800	166	150	(16)
Telephone - Fire Alarm Lines	1,749	1,867	118	1,451	3,200	302	267	(35)
Electricity	34,029	39,375	5,346	33,471	67,500	3,718	5,625	1,907
HVAC Repairs & Maint.	5,484	2,000	(3,484)	(3,484)	2,000	105	0	(105)
Total	<u>44,434</u>	<u>46,492</u>	<u>2,058</u>	<u>40,066</u>	<u>84,500</u>	<u>4,550</u>	<u>6,302</u>	<u>1,752</u>

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Seven Months Ending Monday, April 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>April Current Actual</u>	<u>April Approved Budget</u>	<u>Monthly Variance</u>
<u>CRUISE TERMINAL</u>								
Building & Grounds	71,119	71,120	1	3,881	75,000	5,584	5,585	1
Electric	29,786	29,167	(619)	20,214	50,000	4,788	4,167	(621)
Electric - Chiller Plant	15,018	19,250	4,232	17,982	33,000	1,804	2,750	946
Telephone	2,624	2,917	293	2,376	5,000	453	417	(36)
Telephone - Elevator	1,749	1,750	1	1,251	3,000	302	250	(52)
HVAC Repairs & Maintenance	20,262	20,260	(2)	29,738	50,000	1,790	1,790	0
Janitorial Services & Supplies	81,054	84,583	3,529	63,946	145,000	13,429	12,083	(1,346)
Window Cleaning	0	0	0	2,000	2,000	0	0	0
Total	<u>221,612</u>	<u>229,047</u>	<u>7,435</u>	<u>141,388</u>	<u>363,000</u>	<u>28,150</u>	<u>27,042</u>	<u>(1,108)</u>

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Seven Months Ending Monday, April 30, 2018**

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	April Current Actual	April Approved Budget	Monthly Variance
<u>MARITIME OFFICE COMPLEX</u>								
Building & Grounds	43,969	43,965	(4)	26,031	70,000	8,311	8,310	(1)
Trash Removal	18,523	20,417	1,894	16,477	35,000	2,642	2,917	275
Electricity	43,939	43,750	(189)	31,061	75,000	6,442	6,250	(192)
Electric - Chiller Plant	22,527	25,083	2,556	20,473	43,000	2,705	3,583	878
Telephone	2,189	3,500	1,311	3,811	6,000	390	500	110
Telephone - Elevator	1,749	2,042	293	1,751	3,500	302	292	(10)
HVAC Repairs & Maintenance	28,670	28,670	0	21,330	50,000	2,038	2,040	2
Janitorial Services & Supplies	11,793	14,583	2,790	13,207	25,000	1,935	2,083	148
Window Cleaning	0	0	0	2,000	2,000	0	0	0
Total	173,359	182,010	8,651	136,141	309,500	24,765	25,975	1,210

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Seven Months Ending Monday, April 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>April Current Actual</u>	<u>April Approved Budget</u>	<u>Monthly Variance</u>
<u>RENEWAL AND REPLACEMENT</u>								
Non-Capital Expenses:	0	250,000	250,000	250,000	250,000	0	0	0
Communication Equipment Expense	10,592	0	(10,592)	(10,592)	0	5,280	0	(5,280)
Security Equipment	15,862	0	(15,862)	(15,862)	0	4,052	0	(4,052)
Office Furniture/Equip. Replacement - Expenses	4,919	0	(4,919)	(4,919)	0	0	0	0
Computer Systems - non-capital	9,024	0	(9,024)	(9,024)	0	361	0	(361)
Maintenance Tools	512	0	(512)	(512)	0	512	0	(512)
Buildings and Grounds - Port-Wide	9,300	0	(9,300)	(9,300)	0	9,300	0	(9,300)
Cruise Terminal - Buildings & Grounds	133,360	0	(133,360)	(133,360)	0	0	0	0
MOC - Buildings and Grounds	18,788	0	(18,788)	(18,788)	0	0	0	0
Maintenance Dredging	900	0	(900)	(900)	0	0	0	0
Hurricane Irma Storm Repairs	55,939	0	(55,939)	(55,939)	0	0	0	0
Passenger Loading Bridge	20,850	0	(20,850)	(20,850)	0	0	0	0
Total	280,046	250,000	(30,046)	(30,046)	250,000	19,505	0	(19,505)

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Seven Months Ending Monday, April 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>April Current Actual</u>	<u>April Approved Budget</u>	<u>Monthly Variance</u>
<u>OPERATIONS</u>								
Salaries - Operations	46,748	47,054	306	34,812	81,560	6,272	6,274	2
FICA Expense	3,421	3,599	178	2,818	6,239	459	480	21
Tenant Operations	10,878	10,875	(3)	9,122	20,000	5,550	5,550	0
Miscellaneous	235	235	0	9,765	10,000	0	0	0
Uniforms	0	0	0	500	500	0	0	0
Telephone	582	583	1	418	1,000	84	83	(1)
Total	61,864	62,346	482	57,435	119,299	12,365	12,387	22
Total Expenses	5,284,970	5,412,993	128,023	4,020,444	9,305,414	785,411	722,351	(63,060)

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM E-2**

PREPARED BY: Paul J. Zielinski Deputy Director - CFO June 14, 2018

SUBJECT: Cargo Reports and Customer Performance Summary for the month and six months ended April 30, 2018, and prior.

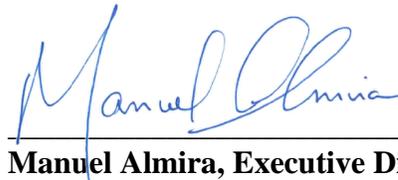
BACKGROUND: Cargo Tonnage, TEU, Rail, Vessel, & Passenger Operating Statistics Reports and Customer Performance Summary for the month and six months ended April 30, 2018, and prior.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: None

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the Cargo Reports and Customer Performance Summary for the month and six months ended April 30, 2018, and prior.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____

Disapproved: _____

Deferred To: _____

Incorporated into Minutes: _____

Motion By: _____

Seconded By: _____

Unanimous: Yes _____ No _____

By: _____

**PORT OF PALM BEACH DISTRICT
ALL-CARGO TONNAGE REPORT
APRIL 2018**

	April 2018 Actual	April 2017 Actual	Variance	Year To Date Oct '17 - Apr '18	Year To Date Oct '16 - Apr '17	Variance
CARGO TONNAGE (in short tons)						
General Cargo						
Container	104,864	100,291	4.56%	793,647	757,174	4.82%
Break-bulk	14,026	10,421	34.59%	64,705	45,213	43.11%
Trans-Shipments	7,056	9,102	(22.48%)	34,098	53,985	(36.84%)
Sub-Total General Cargo	125,946	119,814	5.12%	892,450	856,372	4.21%
Bulk and Dry Cargo						
Asphalt	6,338	7,467	(15.12%)	52,545	60,955	(13.80%)
Diesel Fuel	12,024	15,604	(22.94%)	79,566	69,580	14.35%
Utility Fuel Oil	0	0	0.00%	0	0	0.00%
Miscellaneous	0	0	0.00%	0	0	0.00%
Recyclable Steel	0	0	0.00%	15,580	20,274	(23.15%)
Molasses	27,562	0	100.00%	126,420	140,081	(9.75%)
Sugar	44,100	29,400	50.00%	322,980	387,847	(16.72%)
Sub-Total Bulk and Dry Cargo	90,024	52,471	71.57%	597,091	678,737	(12.03%)
TOTAL ALL CARGO	215,970	172,285	25.36%	1,489,541	1,535,109	(2.97%)
Containers - 20-Foot (TEU)						
Inbound	12,183	12,269	(0.70%)	83,678	82,475	1.46%
Outbound	12,365	11,293	9.49%	88,666	84,093	5.44%
Trans-shipment	607	712	(14.75%)	3,116	4,470	(30.29%)
TOTAL TEUs	25,155	24,274	3.63%	175,460	171,038	2.59%
Rail Cars In	786	743	5.79%	5,587	5,559	0.50%
Rail Cars Out	799	745	7.25%	5,594	5,553	0.74%
Vessels (cargo)	123	113	8.85%	896	825	8.61%
Vessels (multi-day cruise)	24	14	71.43%	73	96	(23.96%)
Passengers						
Multi-Day Cruise	52,131	45,512	14.54%	177,006	237,073	(25.34%)
Other (includes in-transit)	0	0	0.00%	141	0	100.00%
TOTAL PASSENGERS	52,131	45,512	14.54%	177,147	237,073	(25.28%)

NOTE: Tonnage represents cargo operations for vessels which have sailed during the month.

**PORT OF PALM BEACH DISTRICT
CUMULATIVE ALL CARGO TONNAGE
FY 2018**

	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Fiscal Year Oct 17 - Sep 18
CARGO TONNAGE (in short tons)													
General Cargo													
Container	118,131	117,208	115,138	104,928	108,023	125,355	104,864						793,647
Break-bulk	6,159	8,867	8,172	6,898	10,309	10,274	14,026						64,705
Trans-Shipment	3,860	4,882	4,455	4,079	5,497	4,269	7,056						34,098
Sub-Total General Cargo	128,150	130,957	127,765	115,905	123,829	139,898	125,946	-	-	-	-	-	892,450
Bulk and Dry Cargo													
Asphalt	7,165	7,079	11,058	9,385	7,017	4,503	6,338						52,545
Diesel Fuel	11,995	13,451	14,917	12,115	-	15,064	12,024						79,566
Utility Fuel Oil	-	-	-	-	-	-	-						-
Miscellaneous	-	-	-	-	-	-	-						-
Recyclable Steel	-	-	-	9,230	6,350	-	-						15,580
Molasses	-	-	54,753	-	44,105	-	27,562						126,420
Sugar	58,716	58,716	43,932	58,716	44,100	14,700	44,100						322,980
Sub-Total Bulk and Dry Cargo	77,876	79,246	124,660	89,446	101,572	34,267	90,024	-	-	-	-	-	597,091
TOTAL ALL CARGO	206,026	210,203	252,425	205,351	225,401	174,165	215,970	-	-	-	-	-	1,489,541
Containers - 20-Foot (TEU)													
Inbound	10,415	11,903	11,377	12,745	12,138	12,917	12,183						83,678
Outbound	12,453	12,558	13,125	11,815	12,274	14,076	12,365						88,666
Trans-Shipment	373	496	421	413	447	359	607						3,116
TOTAL TEUs	23,241	24,957	24,923	24,973	24,859	27,352	25,155	-	-	-	-	-	175,460
Rail Cars (total)	1,478	1,619	1,665	1,509	1,529	1,796	1,585						11,181
Vessels (cargo)	116	135	136	124	120	142	123						896
Vessels (Multi-Day)	-	-	5	15	14	15	24						73
Passengers													
Multi-Day	-	-	11,810	30,871	37,579	44,615	52,131						177,006
Other (includes in transit)	-	-	141	-	-	-	-						141
TOTAL PASSENGERS	-	-	11,951	30,871	37,579	44,615	52,131	-	-	-	-	-	177,147

**PORT OF PALM BEACH DISTRICT
CUSTOMER PERFORMANCE SUMMARY
APRIL 2018**

	CURRENT YEAR		PRIOR YTD	ALL CUSTOMERS	CURRENT YEAR		PRIOR YTD
	MONTH	YTD			MONTH	YTD	
	REVENUE	\$ 1,270,950			\$ 7,859,553	\$ 7,686,471	
RENTS	382,519	2,542,692	2,469,415	TEUS	25,155	175,460	171,038
TOTAL	\$ 1,653,469	\$ 10,402,245	\$ 10,155,886	RAILCARS	1,585	11,181	11,112
				PASSENGERS	52,131	177,147	237,073

	CURRENT YEAR		PRIOR YTD	TROPICAL SHIPPING	CURRENT YEAR		PRIOR YTD
	MONTH	YTD			MONTH	YTD	
	REVENUE	\$ 397,644			\$ 3,018,950	\$ 2,775,366	
RENTS	105,632	782,614	790,609	TEUS	24,576	171,758	167,037
TOTAL	\$ 503,276	\$ 3,801,564	\$ 3,565,976	RAILCARS	1,549	11,070	11,078

	CURRENT YEAR		PRIOR YTD	MULTI-DAY CRUISE (including parking)	CURRENT YEAR		PRIOR YTD
	MONTH	YTD			MONTH	YTD	
	REVENUE-NET	\$ 551,196			\$ 2,178,471	\$ 2,385,405	
RENTS	11,216	61,033	84,051	CARS	7,115	23,609	31,984
TOTAL	\$ 562,412	\$ 2,239,504	\$ 2,469,456	PASSENGERS	52,131	177,006	237,073

	CURRENT YEAR		PRIOR YTD	FLORIDA SUGAR AND MOLASSES	CURRENT YEAR		PRIOR YTD
	MONTH	YTD			MONTH	YTD	
	REVENUE	\$ 114,155			\$ 697,826	\$ 814,922	
RENTS	19,922	139,452	139,452	TEUS	0	0	0
TOTAL	\$ 134,077	\$ 837,278	\$ 954,374	RAILCARS	0	0	0

	CURRENT YEAR		PRIOR YTD	TEETERS	CURRENT YEAR		PRIOR YTD
	MONTH	YTD			MONTH	YTD	
	REVENUE	\$ 65,877			\$ 377,551	\$ 247,643	
RENTS	26,320	189,770	161,658	TEUS	209	1,140	1,228
TOTAL	\$ 92,197	\$ 567,321	\$ 409,301	VEHICLES	1,155	6,083	4,067

	CURRENT YEAR		PRIOR YTD	SOUTH FLORIDA MATERIALS/VALERO	CURRENT YEAR		PRIOR YTD
	MONTH	YTD			MONTH	YTD	
	REVENUE	\$ 25,949			\$ 169,224	\$ 215,084	
RENTS	2,996	20,939	20,493	TEUS	0	0	0
TOTAL	\$ 28,945	\$ 190,163	\$ 235,577	RAILCARS	2	2	18

	CURRENT YEAR		PRIOR YTD	GULFSTREAM	CURRENT YEAR		PRIOR YTD
	MONTH	YTD			MONTH	YTD	
	REVENUE	\$ 25,219			\$ 167,520	\$ 199,081	
RENTS	17,208	122,540	104,045	TEUS	367	2,485	2,737
TOTAL	\$ 42,427	\$ 290,060	\$ 303,126	RAILCARS	2	12	16

	CURRENT YEAR		PRIOR YTD	T PARKER HOST	CURRENT YEAR		PRIOR YTD
	MONTH	YTD			MONTH	YTD	
	REVENUE	\$ 25,288			\$ 222,683	\$ 264,477	
RENTS	419	2,935	2,856	TEUS	3	15	36
TOTAL	\$ 25,707	\$ 225,618	\$ 267,333	RAILCARS	0	0	0

	CURRENT YEAR		PRIOR YTD	STONEROCK	CURRENT YEAR		PRIOR YTD
	MONTH	YTD			MONTH	YTD	
	REVENUE	\$ 28,386			\$ 222,333	\$ 149,007	
RENTS	17,948	120,790	114,333	TEUS	0	0	0
TOTAL	\$ 46,334	\$ 343,123	\$ 263,340	RAILCARS	0	0	0

	CURRENT YEAR		PRIOR YTD	MINIMUM GUARANTEES
	MONTH	YTD		
	CEMEX(USA)	150,000 st		
So. FL Materials	800,000 bbl	-	59,778	
TOTAL		\$ 151,500	\$ 209,778	

	CURRENT YEAR		PRIOR YTD	ADDITIONAL RENTS
	MONTH	YTD		
	MERCHANTS	\$ 34,122		
GSA	40,557	283,902	283,957	
CBS	10,158	70,510	69,128	
CHENEY	7,931	55,514	52,630	
SHAMBA	-	75,064	131,362	
ALL OTHER	80,832	328,304	277,646	
TOTAL	\$ 173,600	\$ 1,052,148	\$ 1,011,916	

	CURRENT YEAR		PRIOR YTD	PORT CONTRACTORS	CURRENT YEAR		PRIOR YTD
	MONTH	YTD			MONTH	YTD	
	REVENUE	\$ 14,785			\$ 100,660	\$ 7,434	
RENTS	7,258	50,471	40,002	TEUS	0	62	0
TOTAL	\$ 22,043	\$ 151,131	\$ 47,436	RAILCARS	0	16	0

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM F-3**

PREPARED BY: Paul J. Zielinski Deputy Director - CFO June 14, 2018

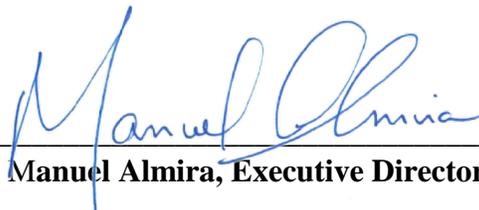
SUBJECT: Cash Balances and Cash Flow Summaries, FDOT Seaport Grants, and American Express Monthly Statements – April 2018.

BACKGROUND: The Cash and Investment Reconciled Bank Balances and Cash Flow Summaries, FDOT Seaport Grants, and American Express Monthly Statement – April 2018.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the Cash Balances and Cash Flow Summaries, FDOT Seaport Grants, and American Express Monthly Statement – April 2018.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

**PORT OF PALM BEACH DISTRICT
CASH BALANCES
APRIL 30, 2018**

UNRESTRICTED CASH:

Operating Accounts	\$ 15,578,997	
Cruise Terminal Infrastructure Fee	305,850	
Petty Cash	1,600	
TOTAL UNRESTRICTED CASH		\$ 15,886,447

RESTRICTED CASH:

Board Restricted

Capital Improvement:

FDOT Seaport Grant Projects (1)	\$ 4,694,883	
Less: Grant Receivable	\$ (179,954)	
Net Grants	\$ 4,514,929	

Other Capital Improvement	\$ (130,288)	
Total Capital Improvement	\$ 4,384,641	

Renewal and Replacement	\$ 483,545	
Port Development	\$ 682,421	
Deposits and Other	\$ 375,000	

Total Board Restricted Cash **\$ 5,925,607**

Bond Restricted - Debt Service

Reserve for Revenue bonds	\$ 4,385,471	
Sinking Fund Bond Escrows for P&I	\$ 2,405,783	

Total Bond restricted Cash **\$ 6,791,254**

TOTAL RESTRICTED CASH **\$ 12,716,861**

TOTAL CASH **\$ 28,603,308**

(1) - See list of active FDOT Grant projects.

**PORT OF PALM BEACH DISTRICT
STATEMENT OF CASH FLOWS
For the Month of April 2018**

	REVENUE	O&M	O&M IMPRESS	PAYROLL IMPRESS	PETTY CASH	TOTAL OPERATIONS - UNDESIGNATED
<i>Begin Balance 10/01/2017</i>	<i>11,005,015</i>	<i>1,734,865</i>	<i>0</i>	<i>8,732</i>	<i>1,600</i>	<i>12,750,212</i>
Beginning Balance 4/1/2018	\$ 12,568,204	\$ 2,006,342	\$ 0	\$ 9,935	\$ 1,600	\$ 14,586,080
Receipts	2,978,048	41,466	-	510	-	3,020,024
Transfers In	-	-	929,057	233,000	-	1,162,057
Interest	5,801	-	-	-	-	5,801
Payments	(37,543)	(29,851)	(929,666)	(232,980)	-	(1,230,040)
Transfers Out	(1,657,475)	-	-	-	-	(1,657,475)
Ending Balance 4/30/2018	<u>\$ 13,857,034</u>	<u>\$ 2,017,957</u>	<u>\$ -</u>	<u>\$ 10,465</u>	<u>\$ 1,600</u>	<u>\$ 15,886,447</u>
NET CHANGE (Current)	1,288,830	11,615	(0)	530	-	1,300,367
NET CHANGE (YTD)	<i>2,852,019</i>	<i>283,092</i>	<i>0</i>	<i>1,734</i>	<i>0</i>	<i>3,136,235</i>

	CUSTOMER DEPOSITS	PORT DEVELOPMENT	PORT DEVELOPMENT IMPRESS	RENEWAL & REPLACEMENT 2016 DHS PORT SECURITY GRANT	RENEWAL & REPLACEMENT OTHER	RENEWAL & REPLACEMENT IMPRESS	RESTRICTED DEBT SERVICE ACCOUNTS	TOTAL RESTRICTED CASH
<i>Begin Balance 10/01/2017</i>	<i>25,000</i>	<i>372,452</i>	<i>0</i>	<i>0</i>	<i>798,586</i>	<i>0</i>	<i>4,686,644</i>	<i>5,882,682</i>
Beginning Balance 4/1/2018	\$ 375,000	\$ 620,324	\$ -	\$ -	\$ 579,779	\$ -	\$ 6,459,443	\$ 8,034,546
Receipts	-	-	-	-	-	-	-	-
Transfers In	-	85,692	23,596	4,188	107,682	203,966	324,034	749,158
Interest	-	-	-	-	-	-	7,777	7,777
Payments	-	-	(23,596)	(4,188)	-	(199,728)	-	(227,512)
Transfers Out	-	(23,596)	-	-	(203,966)	(4,188)	-	(231,750)
Ending Balance 4/30/2018	<u>\$ 375,000</u>	<u>\$ 682,421</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 483,495</u>	<u>\$ 50</u>	<u>\$ 6,791,254</u>	<u>\$ 8,332,220</u>
NET CHANGE (Current)	-	62,097	-	-	(96,284)	50	331,811	297,673
NET CHANGE (YTD)	<i>350,000</i>	<i>309,969</i>	<i>0</i>	<i>0</i>	<i>(315,091)</i>	<i>50</i>	<i>2,104,610</i>	<i>2,449,538</i>

	CAPITAL IMPROVEMENT FDOT SEAPORT GRANTS	CAPITAL IMPROVEMENT OTHER	TOTAL CAPITAL IMPROVEMENT - DESIGNATED	TOTAL ALL CASH
<i>Begin Balance 10/01/2017</i>	<i>5,519,288</i>	<i>1,036,086</i>	<i>6,555,374</i>	<i>25,007,682</i>
Beginning Balance 4/1/2018	\$ 4,767,870	\$ 375,637	\$ 5,143,507	\$ 27,764,133
Receipts	21,990	-	21,990	3,042,014
Transfers In	1,264,791	758,866	2,023,656	3,934,872
Interest/Dividends	-	-	-	13,578
Payments	(758,866)	-	(758,866)	(2,216,417)
Transfers Out	(780,855)	(1,264,791)	(2,045,646)	(3,934,872)
Ending Balance 4/30/2018	<u>\$ 4,514,929</u>	<u>\$ (130,288)</u>	<u>\$ 4,384,641</u>	<u>\$ 28,603,308</u>
NET CHANGE (Current)	(252,940)	(505,925)	(758,866)	839,175
NET CHANGE (YTD)	<i>(1,004,359)</i>	<i>(1,166,374)</i>	<i>(2,170,733)</i>	<i>3,595,626</i>

Port of Palm Beach - FDOT Seaport Grants										
FDOT Project No.	Contract No.	Project Description	Execution Date	Expiration Date	Matching Ratio	Total FDOT Grant	Total FDOT Funding	Original Port Match	Port's Current Match Requirement @ 04/30/18	STATUS
422827-1-94-02	AR857	Berth 17 - BOND	12/04/13	12/04/18	Front End Funded	\$ 9,202,000	\$ 4,601,000	\$ 4,601,000	\$ 235,754	Open & under construction
422827-1-94-03	G0995	Berth 17 - JPA NON BOND	04/01/16	12/31/17	50 / 50	\$ 1,500,000	\$ 750,000	\$ 750,000	\$ 750,000	Funds to be used after bond monies are spent
422827-1-94-03	G0995	Berth 17 -SJPA No. 1 NON BOND	01/10/17	12/31/17	50 / 50	\$ 1,500,000	\$ 750,000	\$ 750,000	\$ 750,000	Funds to be used after bond monies are spent
435033-1-94-01	ARJ70	Tropical Shipping Reefer Line Expansion	07/29/14	12/31/18	50 / 50	\$ 550,000	\$ 275,000	\$ 275,000	\$ 275,000	Project delayed until MOB demolition
439974-1-94-01	G0E90	MOB Demo. & Cargo Laydown Capacity Improv. - Design & Permitting	05/26/17	12/31/18	50 / 50	\$ 340,000	\$ 170,000	\$ 170,000	\$ 95,494	Open & in planning phase
440705-1-94-01	G0O78	MOB Demo. & Upland Cargo Improvement	08/28/17	12/31/19	50 / 50	\$ 4,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	Project has not commenced
436215-1-94-01	ARL88	On Port Rail Facility Expansion	09/22/14	12/31/18	50 / 50	\$ 1,060,090	\$ 530,045	\$ 530,045	\$ 311,698	Open & Under construction
434833-1-94-01	ARS49	Berth 1 Expansion	03/06/15	12/31/18	50 / 50	\$ 769,000	\$ 384,500	\$ 384,500	\$ 276,937	Open & in planning phase
439152-1-94-01	GO846	Master Plan Update	02/01/16	12/31/18	50 / 50	\$ 250,000	\$ 125,000	\$ 125,000	\$ -	Project completed but not closed out
Port of Palm Beach - FDOT Seaport Grants									\$ 4,694,883	

**PORT OF PALM BEACH DISTRICT
AMERICAN EXPRESS MONTHLY STATEMENT
ENDING ON 04/29/18**

BUSINESS DEVELOPMENT FUND:

AAPA- REGISTRATION FOR COMMISSIONER RICHARDS TO ATTEND CONVENTION IN CANADA JUNE 19-21, 2018	\$ 1,025.00
EXEC. WOMEN OF PB- 2 LUNCHEON TKTS FOR COMMISSIONER ENRIGHT 04/18/2018	\$ 300.00
PB CHAMBER OF COMMERCE- 2 TKTS FOR COMMISSIONER CIKLIN TO ATTEND BUSINESS EXPO 04/25/2018	\$ 50.00
CHAMBER OF COMMERCE OF PB- 1 BREAKFAST TKT FOR COMMISSIONER ENRIGHT 04/25/2018	\$ 90.00
FORUM CLUB OF PB- 7 TKTS FOR CANDIDATE FORUM 04/30/2018	\$ 360.00
ADOBE- MONTHLY SUBSCRIPTION FEE	\$ 49.99
SUN SENTINEL- MONTHLY SUBSCRIPTION FEE	\$ 15.96
PALM BEACH POST- MONTHLY SUBSCRIPTION FEE	\$ 23.31
FACEBOOK.COM- ADVERTISING	\$ 50.00
BAUVILLE- MAIDEN ARRIVAL GIFT FOR GRAND CLASSICA 04/13/2018	\$ 151.94
HISPANIC CHAMBER OF COMMERCE- FULL PAGE ADVERTISEMENT	\$ 250.00
NPB CHAMBER OF COMMERCE- 2 LUNCHEON TKTS FOR CEO CONNECTION 04/26/2018	\$ 50.00
CHAMBER OF COMMERCE OF PB- HALF PANEL ADVERTISEMENT	\$ 499.00
NPB CHAMBER OF COMMERCE- GOLD SPONSORSHIP FOR LEADERSHIP AWARDS 05/24/2018	\$ 2,200.00
NPB CHAMBER OF COMMERCE- 1 BUSINESS EXPO TKT 04/25/2018	\$ 25.00
FRIGATES- LUNCH MEETING WITH CLARK BENNETT 04/24/2018 - PAUL ZIELINSKI	\$ 49.00
CAFÉ CENTRO- BUSINESS LUNCH WITH SENIOR VP OF SALES, BAHAMAS PARADISE CRUISE LINE - J. KACZWARA	\$ 55.21
SAILFISH MARINA- LUNCH MEETING WITH LAUREN RAND, FDOT- M. ALMIRA	\$ 60.45
OUTBACK STEAKHOUSE- DINNER MEETING WITH COMM. MCARTHUR ON RIVIERA BEACH PERMIT ISSUES - M. ALMIRA	\$ 59.48
WESTIN HOTELS- CREDIT FOR ACCIDENTAL CHARGE - M. ALMIRA	\$ (538.89)
VENEZIA PIZZA- LUNCH MEETING WITH COMMISSIONER MCARTHUR AND CASEY LONG - M. ALMIRA	\$ 66.94
BJ'S RESTAURANTS- LUNCH MEETING WITH PBC DIRECTOR OF PARKS & RECREATION - M. ALMIRA	\$ 36.77

① CHECK # 6199 - 05/14/18

\$ 4,929.16

OPERATIONS AND MAINTENANCE FUND:

PUBLIX- DESSERTS FOR PEANUT ISLAND ROUND TABLE AND PORTS DAY	\$ 40.61
LAKE PARK BRICK OVEN PIZZA- PIZZAS FOR PORT STAFF ON PORTS DAY	\$ 378.19
WALGREENS- CANDY FOR EXECUTIVE OFFICES	\$ 20.30
AMAZON.COM- CABLES FOR I.T. DEPARTMENT	\$ 39.97
AMAZON.COM- CANDY FOR MOC 6TH FLOOR LOBBY	\$ 23.95
AMAZON.COM- IPAD CASE & KEYBOARD FOR M. ALMIRA'S REPLACEMENT IPAD	\$ 82.91
AMAZON.COM- OFFICE HEATER FOR A. ALONZO	\$ 22.19
COMCAST- MINIMUM BALANCE DUE TO PREVENT SERVICE INTERUPTION	\$ 27.23
ENERGY AVENUE- BATTERY BACKUP FOR SOUTHGATE WAREHOUSE	\$ 1,121.07
AMAZON.COM- SUPPLIES TO REPAIR FACILITIES IN MOC 5TH FLOOR BATHROOMS	\$ 655.00
FULL SOURCE- TRIAL UNIFORM SHIRTS FOR MAINTENANCE DEPARTMENT	\$ 92.93
SIMPLISAFE.COM- MONSHTLY SUBSCRIPTION FOR SECURITY SYSTEM ON PEANUT ISLAND	\$ 24.99
SIMPLISAFE.COM- MONSHTLY SUBSCRIPTION FOR SECURITY SYSTEM ON PEANUT ISLAND	\$ 24.99
IDEMIA IDENTTTY & SECURITY USA, LLC- TWIC BADGE FOR GARRIE MCKENZIE	\$ 125.25
TRAFFIC SAFETY STORE- SPEED BUMPS FOR BUILDING #1 PARKING LOT	\$ 538.94
LAKE PARK BRICK OVEN PIZZA- PIZZAS FOR MAINTENANCE DEPARTMENT	\$ 93.42
WALGREENS- GIFT CARDS FOR PORT STAFF SERVICE AWARDS	\$ 83.90
MICHAELS- FRAMES FOR PORT STAFF SERVICE AWARDS	\$ 16.00
ULINE- SIGNS FOR PORT STAFF OFFICES ON MOC 4TH FLOOR	\$ 299.92

① CHECK # 21204 - 05/14/18

\$ 3,711.76

① THE ABOVE CHARGES WERE THROUGH THE MONTHLY STATEMENT ENDING ON 04/29/18.

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM E-4**

PREPARED BY: Paul J. Zielinski Deputy Director - CFO June 14, 2018

SUBJECT: Accountant's Review Report for April 2018

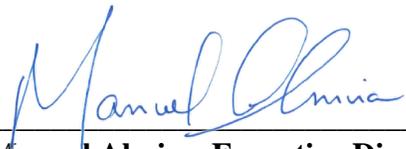
BACKGROUND: The firm of Divine, Blalock, Martin & Sellari, LLC has performed their monthly accounting services for the Port of Palm Beach District and has issued their review reports for April 2018.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: None

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the Accountant's Review Report for April 2018 issued by the firm of Divine, Blalock, Martin & Sellari, LLC to the Port of Palm Beach District.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

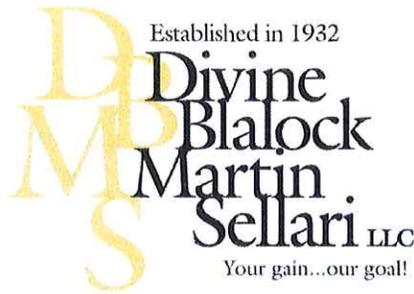
Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

GARY B. SELLARI, CPA/PFS, MSM
J. RONALD ANDERSON, CPA**/ABV, CVA
SCOTT A. STEIN, CPA***

BRADLEY M. ANDERSON, CPA*
VICTORIA BOLSKAR, CPA****, LTD
MARY L. CONTESSA, CPA*, PA
STEVE A. GOINDOO, CPA***/PFS, MTAX, CFP®
TOM KEYS, CPA*, CGMA
CHRISTINE M. MCKENNA, CPA*
SUZI J. RAPP, CPA*, MAC
JAMIE M. RUSSO, CPA*
B. CHARLES SELLARI, CPA*, MTAX
APRIL M. SINNOTT, CPA*
ARTHUR J. SINNOTT, CPA***

JACQUELINE CARTIER, EA
ANTHONY J. SELLARI, EA

MARTY A. TAYLOR, CNE, MCSE, MCP+I, A+



Certified Public Accountants and Consultants

580 Village Boulevard, Suite 110
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Toll Free: 1-888-686-1115
info@dbmscpa.com

MEMBERS
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
WILBUR F. DIVINE, III, CPA (1896-1984)
WILBUR F. DIVINE, IV, CPA (1925-1989)
JAMES A. BLALOCK, CPA (1914-1996)
G. MICHAEL MARTIN, CPA (1945-2014)

*REGULATED BY THE STATE OF FL
**REGULATED BY THE STATE OF FL AND
THE STATE OF TN
***REGULATED BY THE STATE OF FL
AND THE STATE OF NY
****REGULATED BY THE STATE OF WI

May 14, 2018

Board of Commissioners
Port of Palm Beach District
1 East 11th Street, Suite 600
Riviera Beach, FL 33404

Dear Port Commissioners:

In accordance with our contract for accounting and auditing of the Port of Palm Beach District, we have reviewed the following for the month of April 2018:

1. Reviewed the monthly bank statement activity.
2. Examined reconciliations of each Port of Palm Beach bank account.
3. Examined all travel vouchers.
4. Examined all cash disbursement vouchers.

We have found no material errors or omissions.

Sincerely,

Michael Daoud
Account Manager

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM E-5**

PREPARED BY: Paul Zielinski Chief Financial Officer June 14, 2018

SUBJECT: CONTRACT RENEWALS

None

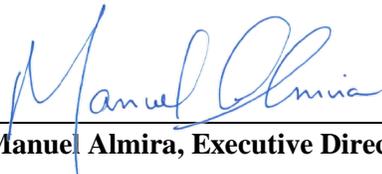
BACKGROUND: N/A

ADDITIONAL INFORMATION ATTACHED: No X Yes

FINANCIAL IMPACT: N/A

RECOMMENDATION: N/A

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM E-6**

PREPARED BY: Paul Zielinski Chief Financial Officer June 14, 2018

SUBJECT: Contract Report

BACKGROUND: Attached is a copy of the Port of Palm Beach Contract Report for review and discussion.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes _____ **X** _____

FINANCIAL IMPACT: N/A

RECOMMENDATION: None. Informational Item Only.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

**PORT OF PALM BEACH DISTRICT
CONTRACT REPORT**

VENDOR NAME	LOCATION/DEPT	DESCRIPTION	RESPON. DEPT./PARTY	ORIGINAL CONTRACT DATE	CURRENT END DATE	CONTRACT TERM (YRS)	HISTORY SUMMARY	COMMENTS/CANCELLATION TERM
<u>Pending Items</u>								
Gary, Dytrych, & Ryan	Legal Services	Legal Services	Executive Office/Manny Almira	09/10/98	7/31/2018	1	Automatic 1 yr. renewals through 06, 2-yr. renewal 06-08, with increase in rate from \$160 - \$200 p.h. 1-yr. renewals 09-17 same terms and conditions. Cost is currently \$200 per hour.	30 days written notice. Seeking direction from board to either enter into negotiations to extend contract, or issue RFQ.
Akerman Senterfitt (ASE)	Public Policy Consulting Services	Public Policy Consulting Services	Executive Office/Manny Almira	08/01/11	7/31/2018	1	1 yr. renewals through 2018. Current cost is \$36,000 per year.	30 days written notice. Seeking direction from board to either enter into negotiations to extend contract, or issue RFQ.
ThyssenKrupp Elevator	M.O.B.	Elevator Maintenance Agreement	Maintenance/Ken Hern	08/25/12	8/25/2018	5	Cost is \$6,058.52 per yr. Cost form 8/25/12 - 12/31/13 will be \$686.04 per month. (2016) Quarterly cost \$2,322.06 = \$774.02 p/month, no increase for 2017.	90 days written notice. Issued notice to cancel.
Ricoh	M.O.C.	6th Fl. Fax Maintenance Agreement - 4420NF - 11549811-behind receptionist	Finance/Paul Zielinski	09/01/10	9/1/2018	1	Cost is \$250.00 annually. No increases through 2016.	30 day written notice.
Gehring Insurance	3801 PGA Blvd. Suite 807 Palm Beach Gardens, FL 33410	Broker for medical, dental, vision, life, short-term disability policies.	Finance/Paul Zielinski	03/01/02	9/1/2018	N/A	Indefinitely appointed as Broker of Record, 2002. Board can recommend issuance of RFQ at any time.	Board may request to issue RFQ at any time.
Meltwater News US Inc.	225 Bush St., #1000 San Francisco, CA 94104	Media and Analytics Monitoring Service	Bus. Development/Jarra Kaczwarra	10/01/17	9/30/2018	1	Cost is \$7,500.00 annually.	Auto renewal, unless cancelled with 60 days written notice.
idSoftware	Southgate Warehouse	Hardware & Software Support and Maintenance - TWIC fingerprint scanners.	Security/Ken Hern	03/01/14	9/30/2018	1	One year renewals thereafter. Current cost \$18,024.00 per year.	60 days written notice.
Guardian	P.O. Box 677458 Dallas, TX 75267	Provides Port-life ins, short term, long term	Finance/Paul Zielinski	10/01/16	9/30/2018	1		
Humana/Comp Benefits	P.O. Box 769209 Roswell, GA 30076	Provides Port-paid and employee-paid vision insurance	Finance/Paul Zielinski	10/01/16	9/30/2018	1		
United Healthcare	DC1-3 Corporate 4800 Deerwood Campus Parkway Jacksonville, FL 32246	Provides Port/employee paid health insurance.	Finance/Paul Zielinski	10/01/16	9/30/2018	1		
Metlife		Port/employee paid dental insurance	Finance/Paul Zielinski	10/01/16	9/30/2018	1		
Aspen American Insurance Co.	175 Capital Blvd. #300 Rock Hill, CT	Marine Liability, P&I/Hull Marine and Umbrella \$5 Million .	Finance/Paul Zielinski	10/01/16	9/30/2018	1		
Everbridge, Inc.	Port Wide	Mass Notification/Communications Platform	Ken Hern/Aidy Alonzo	10/27/17	10/26/2018	1	Cost for 12 month subscription is \$18,860.00	At any time, after executed quote has terminated.
Nozzle Nolen, Inc.	Chiller Plant	Subterranean Termites	Maintenance/Ken Hern	11/16/12	11/16/2018	1	Initial treatment: \$880.00. Cost currently \$150.00. 11/2013 - 11/2014 with no increase. 11/2/14 - 11/2/15 w/o increase. Nov. 2015 -Oct. 2016 \$157.50. 2016 \$160.00. 2017 no increase.	Termination if customer fails to correct any conducive condition identified with 60 days.

**PORT OF PALM BEACH DISTRICT
CONTRACT REPORT**

VENDOR NAME	LOCATION/DEPT	DESCRIPTION	RESPON. DEPT./PARTY	ORIGINAL CONTRACT DATE	CURRENT END DATE	CONTRACT TERM (YRS)	HISTORY SUMMARY	COMMENTS/CANCELLATION TERM
Social Navigator, Inc.	Port Wide	Open source intelligence platform/Liferaft	Ken Hern/Aidy Alonzo	11/27/17	11/26/2018	1	Cost for 12 month subscription is \$19,500.00	At any time, after executed quote has terminated.
Nestle Waters	MOC, POC	Bottled Water Service	Maintenance/Ken Hern	12/13/05	12/12/2018	1	1 yr. contract renewals thru 2012 - Cost is currently \$4.99 per bottle delivered plus \$4.99 rental per unit or approx. \$3,000.00 per year. 12/12 w/o increase. 12/13 1 yr. renewal w/no increase. 2014, 2015, 2016 no increase. 2017 increase in btd. Water from \$4.99 to \$5.49. Current cost \$3,300 per year.	Port shall give Lessor a minimum of 30 days written notice to terminate.
Southern Motive Power LLC	Locomotive 92 Day Service and emergency repairs	Locomotive and inspection service. Keeps up with FRA compliance.	Maintenance/Ken Hern	08/20/11	12/21/2018	1	Orig. cost \$1,430.00. 7/12 (1) yr. cost are \$1,997.02 due to larger locomotive which requires more filters. 8/13 price increase of \$158.26 per every 92 days due to load meter and brake service. 2014/2015/2016/2017 \$2,155.28 per yr. with no increases per inspection (Every 3 months) Mechanic \$80.00 p/hr., Mechanic Helper \$30.00 p/hrs.	Cancellation at any time with written notice.
Southwest Engineers	MOC	Chiller Water Treatment Services	Maintenance/Ken Hern	01/01/07	12/31/2018	1	1 year renewal through 12/10. Cost is currently \$3,252.00 per year. 12/12 renewal w/o increase. 12/13 1 yr. renewal w/a 4% increase. Cost is \$3,382.08 per yr. 12/14 renewal w/a 4% increase. Cost per year \$3,517.32. This is a \$135.24 increase per yr. 2015: Annual cost \$3,660.00. This is a \$142.68 increase over the last year. 5% incr. 2016, annual cost is \$3880.00. No increase 2017.	Agreement can be terminated by either party by giving 30 days advance written notice.
Dunbar Armored, Inc.	MOC Office	Armored Car Service	Finance/Paul Zielinski	02/02/15	3/1/2019	1	Monthly rate of \$190.00, plus fuel charge/overage charges. 2016: 4.2% increase. \$215.41/month. 2016: Endorsement: \$230.00 p/m. 2017 - changed to 2 days/wk. new rate \$205 per mo. 2018 - \$226.15 per month	Written notice of termination is 90 days prior to any anniversary date.
Nozzle Nolen, Inc.	Various Locations: MOC/CT, MOB, POC & S. Gate	Pest Control	Maintenance/Ken Hern	05/02/07	3/10/2019	Monthly	2016: Consolidated Agreement: \$433 p/month.(\$50.00 savings p/m). 1 yr. ext. 2017 - no increase.	Termination if customer fails to correct any conducive condition identified with 60 days. Recommending 1-yr extension, with no increase.
AT&T	Port Wide	Local, long distance and internet	MIS/Richard Laird	03/17/08	3/23/2019	3	Local/long distance/internet combined agreement \$3,406.40 per month.	Either party may terminate upon 30 days written notice.
Nozzle Nolen, Inc.	MOC	Subterranean Termites	Maintenance/Ken Hern	4/7/2009	4/6/2019	1	Initial treatment \$1,925.00 and \$285.00 p/month. 2016: \$305.00 p/ month - No increase from 2015	Termination if customer fails to correct any conducive condition identified with 60 days. Recommending 1-yr extension, with no increase.
Nozzle Nolen, Inc.	Southgate Warehouse	Asian Sub-Termites	Maintenance/Ken Hern	1/20/2008	4/18/2019	1	Initial treatment: \$4,275.00. First yr. free with the renewal rate \$1,012.00 in 2013. 2 inspections per yr. with 4 additional yrs. 2014 - \$1,012.00 per year w/no increase. 2015 - \$1,012.00 per year w/no increase. 2016 - \$1,012.00 per year w/no increase	Termination if customer fails to correct any conducive condition identified with 60 days. Recommending 1-yr extension, with no increase.
Nozzle Nolen, Inc.	CT	Subterranean Termites	Maintenance/Ken Hern	4/20/2015	4/19/2019	1	Initial treatment \$5,518.00 and \$725.00 p/month. 2016: \$725.00 p/ month - No increase.	Termination if customer fails to correct any conducive condition identified with 60 days. Recommending 1-yr extension, with no increase.

**PORT OF PALM BEACH DISTRICT
CONTRACT REPORT**

VENDOR NAME	LOCATION/DEPT	DESCRIPTION	RESPON. DEPT./PARTY	ORIGINAL CONTRACT DATE	CURRENT END DATE	CONTRACT TERM (YRS)	HISTORY SUMMARY	COMMENTS/CANCELLATION TERM
idSoftware	Security	Vischeck Visitor Management System for visitors and employees.	Security/Ken Hern	05/01/16	4/30/2019	1	\$4,188.00 per year. Covered under 2016 PSGP.	Cancellable at any time, with written notification of effective termination date.
Civic Plus	Web Site	Redesign service agreement plus notification system (integrates SMS, email and social media)	Bus. Development/Jarra Kaczwarra	05/01/13	4/30/2019	1	1 year maintenance agreement and full site redesign. After 48 months the port receives a free site redesign. 2015 will renew with a 5% increase. Total will be \$4,775.40/2016: \$5,013.67/2017, \$5,264.35/2018, plus communication platform (\$1,990) and SSL certificate (\$100) annually.	60 day written notice.
Nozzle Nolen	MOC/CT	Termite Agreement/Drywood	Maintenance/Ken Hern	05/07/09	4/30/2019	1	Initial treatment: \$800.00. Cost is \$175.00 per year. 2012 extended contract w/o increase. 2013 \$175.00 w/no increase. 2014 - \$175.00 per year w/no increase. 2015 - \$175.00 per year w/no increase. 2016 - \$175.00 per year w/no increase.	Termination if customer fails to correct any conducive condition identified with 60 days. Recommending 1-yr extension, with no increase.
Nozzle Nolen, Inc.	POC/Maintenance	Subterranean Termites	Maintenance/Ken Hern	05/28/13	5/27/2019	1	Subterranean Termites Control at the maintenance building (POC #13): Initial treatment \$2,610.00 with \$395.00 per year for service. 2014 - \$395.00 per year w/no increase. 2015 - \$395.00 per year w/no increase. 2016 - \$395.00 per year w/no increase.	Termination if customer fails to correct any conducive condition identified with 60 days. Recommending 1-yr extension, with no increase.
Johnson Controls	MOC/CT, Merchants	Fire Pump Test & Inspect	Maintenance/Ken Hern	06/01/11	5/31/2019	1	One year renewals through 05, new 3 yr. contract 5/05, 3% incr. 3 yr. ext. 2011 - 2014 - Cost is currently \$17,590.00 per year. 3 yr. ext. 2014 - 2017 w/an increase to the MOC/CT because of additional services. 2017 - 1 yr. ext. with 6% increase (\$20,305)	30 day written notice.
Johnson Controls	MOC/CT, Eastern Frt., POC	Fire Sprinkler System Test and Inspect	Maintenance/Ken Hern	06/01/11	5/31/2019	1	One year renewals through 05, new 3 yr. contract 05, 3% incr. 3 yr. ext. 2011 - 2014- Cost is currently \$17,590.00 per year. 3 yr. ext. 2014 - 2017 w/an increase to the MOC/CT because of additional services. 2017 - 1 yr. ext. with 6% increase (\$20,305) 2018 1 yr. ext. with 6.5% increase (\$21,625)	30 day written notice.
Hilltop Securities (Formerly First Southwest Company (FSC))	MOC	Prep./submission of disclosure reports	Finance/Paul Zielinski	08/04/05	6/14/2019	1	2 yr. renewal through 09. 2011: 5-yr Contract. Cost is currently \$1,500.00 per year. 1 yr extensions - 2016, 2017, 2018 - no increase.	30 days written notice.
Florida Court Reporting (FCR)	MOC	Court Reporting Services	Records/Beatrice Greffin	06/16/15	6/15/2019	1	Cost is currently \$7,165.00 per year. No increase, 2016, 2017. 2018 1 yr. ext. incr. in p. pg. from \$6.00 to \$6.50.	30 days written notice.
Iron Mountain	Off-site Location	Records Storage & Retention	Records/Beatrice Greffin	07/01/02	7/1/2019	1	1 yr. renewals through 11 - Cost is around \$2,400.00 per year, plus fuel surcharges. 6/12 storage increase of 6.3%. .40¢ per cubic ft. to .42¢ per cubic ft. per month. 2014 renew w/o increase. 2016: .471¢ per cubic ft. and \$25.65/month Administrative Fee(Summary Billing) 2017 & 2018- 1 yr. exts. - see fee schedule for list of fees.	Either party may terminate this agreement upon written notice. Recommending a 1-yr. extension, with a cost of around \$226 per month.
Nozzle Nolen, Inc.	Bldg. 12 (Old EFF)	Dry wood Termite	Maintenance/Ken Hern	08/06/15	8/5/2019	1	Original cost -Initial treatment \$1,170.00. Renewal option for \$225.00 @ yr. (Rates may vary after the first year) 2016: \$225.00/ Yr. (Continuous protection)	30 days written notice by either party. Recommending 1-yr extension, with no increase.
Greyson Technologies	Server Room	Network Consulting Services	MIS/Richard Laird	05/15/17	5/14/2020	3	Rate \$175.00 per hour.	Cancellation at any time with written notice specifying effective termination date.

**PORT OF PALM BEACH DISTRICT
CONTRACT REPORT**

VENDOR NAME	LOCATION/DEPT	DESCRIPTION	RESPON. DEPT./PARTY	ORIGINAL CONTRACT DATE	CURRENT END DATE	CONTRACT TERM (YRS)	HISTORY SUMMARY	COMMENTS/CANCELLATION TERM
Netphone Communications	Port Wide	Low Voltage Computer Cabling and Fiber Optic Cabling Installation/Replacement Services	MIS/Richard Laird	06/14/17	6/13/2020	3	Rate: \$45.00	Cancellable at any time with written notice specifying effective termination date.
The Mariner Group, LLC	1301 Gervais Street, Suite 502, Columbia, SC 29201	Command Bridge cloud based software (remote access) which consolidates all the various security hardware and software.	Security/Ken Hern	07/31/15	07/30/20	5 Yrs.	May extend term by mutual agreement or extend the period of a particular task order. Pricing for individual task order will be issued will be established in each task order.	30 days written notice
IKON Office Solutions (Ricoh)	MOC, POC, Security	Port wide copier agreement - 4th floor - 1035, 2nd floor - 2018, POC - 3500.	Finance/Paul Zielinski	09/01/15	8/31/2020	5	Cost is \$234.00 per month, for all machines. 8/12 monthly increase to \$269.10 which is a \$35.10 month increase. 8/13 current monthly cost is \$269.10 with an increase of \$20.19 with the total cost of \$289.29. 8/14 current cost is \$289.29 for 3 copiers with an increase of \$43.40 totaling \$332.69 per month. 2015 (Sept): Renewal cost \$1808.28 which is a \$164.40 increase over last year. 2015 (Nov) Entered into a 5yr agreement replacing old machines and old contract.	30 day written notice
PowerSecure Service, Inc.	MOC/Southgate	Quarterly Generator Inspections	Maintenance/Ken Hern	12/01/13	5/2/2021	3	1 yr. renewals thereafter till present. Cost is currently \$5,380.00 per year for four quarterly inspections. Inspection includes the MOC and South Gate Generators. 12/12 w/o increase. Hourly rate decreased to \$70.00 hr. 2013 - 2014 no increase. 2014 - 2015 2% increase for hourly rate to \$85.00. 2015-2016, no increase. New agree./May 2017 - rate increase to \$95.00 hr. 2018 3-yr. ext., rate from \$95/hr to \$105/hr.	Either party may terminate this agreement upon a 30 day written notice.
O'hara Landscape & Maintenance, Inc.	MOC	Landscape Services	Maintenance/Ken Hern	06/01/18	5/31/2021	3	Cost is \$785 per month.	Either party may terminate this agreement upon a 30 day written notice.
Gilly Vending, Inc.	MOC/CT	Vending Services	Operations/Ken Hern	06/15/18	6/14/2021	3	Port receives 21% commission.	Contract shall be renewable for one additional year at the option of Owner, upon written notice to Contractor, prior to termination.
Palm Beach County	Security	Interlocal Agreement - Direct Access to County's Public Safety Trunked Radio System (formerly 800 MHZ Public Safety Radio System). R-2005-1338 R-2009-1086 - R-2013-1017	Security/Ken Hern	07/12/05	7/11/2021	4	4 yr. renewals in 2009 and 2013. Renewal & repl. fee \$211.42/per unit and system maintenance is \$226/per unit. The Port owns 45 portable radios. Annual cost is \$19,683.90/annually 2017 - 2021.	Agreement can be terminated by either party with or w/o cause. Shall be effective only on Oct 1st of any yr. with a 6 mo. notice. At least 8mo. prior to expiration, port shall provide the County a request to renew.
Earth Systems, Inc.	Engineering	Environmental Services	Engineering/Jose Soler	02/27/17	02/26/22	5	Project Engineer \$94.00 per hour (see contract file for other personnel rates)	90 calendar days written notice
Bowman Consulting Group, LTD	Port Wide	Professional surveying & mapping	Engineering/Jose Soler	03/01/17	2/28/2022	5	Project manager \$150.00 per hour (see contract file for other personnel rates)	At any time with written notice specifying effective termination date.
Ricoh	MOC	Lease/service agreements - MPC4503 -6th Floor color copier/behind recept. and MP7502 - 6th floor copier/copy room.	Finance/ Paul Zielinski	09/01/11	9/1/2022	5	Bid out in 2014. MPC4503 - \$175.71 per mo. & MPC7502 - \$178.05 per mo. New 5 yr. lease agreements/2017 - Color \$227.13 p.m., B&W \$175.71 p.m.	30 days written notice.
Landmark Elevator Consultants	MOC/Southgate	State mandated elevator/escalator inspection/reports and witness five-year safety tests	Maintenance/Ken Hern	4/1/2013	4/19/2023	5	5 year agreement. Cost is \$160 per unit/state inspection/witness annual safety test, \$95/hr 5-yr safety test and \$75 re-inspection fee. 2018 5-yr ext. with incr. in 5-yr safety test from \$85 to \$95	48-hour written notice of cancellation.
Southern National Track Services, Inc.	Railroad Track Repairs	Track Repairs	Maintenance/Ken Hern	10/24/13	10/23/2017	Monthly	10/14 upcoming renewal will increase 5% which will increase the amount to \$131,723.00 annually. 2015: 5% increase. \$138,309.15. 5% incr. 2016 - \$145,215 p/y	Can be terminated by either party for convenience. Issuing RFP. Month-to-month until RFP complete.

**PORT OF PALM BEACH DISTRICT
CONTRACT REPORT**

VENDOR NAME	LOCATION/DEPT	DESCRIPTION	RESPON. DEPT./PARTY	ORIGINAL CONTRACT DATE	CURRENT END DATE	CONTRACT TERM (YRS)	HISTORY SUMMARY	COMMENTS/CANCELLATION TERM
Wells Fargo (formerly Wachovia)	MOC	Banking Services	Finance/Paul Zielinski	02/01/06	4/30/2018	Monthly	Fees may vary. The Port exercised its one year renewal option No additional cost to the Port. 2 year extension in 2010, through 2013. 6 mo. ext. through 4/30/18.	Can be terminated with 90 days' written notice by either party.
Morpho Trust	TWIC Office	TWIC Enrollment Services	Security/Ken Hern	11/21/11	Until Terminated	Monthly	Port paid: \$7 per enrollment, \$5 per activation (2011) \$5 per applicant/HazPrint (2013)	Either party may terminate at any time, with 90 days written notice.
Jacobs (Formerly CH2M)	Port Wide	Consulting Engineers	Engineering/Jose Soler	03/11/08	Until Terminated	N/A	New contract 2008.	90 days written notice
Kimley Horn	Port Wide	Engineering Services/Work of a Specified Nature	Engineering/Jose Soler	03/15/18	Until Terminated	N/A	New contract 2018.	At any time for convenience.
Palm Beach Post	M.O.C.	Advertising Contract	Bus. Development/Jarra Kaczwarra	01/13/98	Until Terminated	N/A	N/A	30 days written notice
Spectrum Municipal Services	M.O.C.	Financial Advisor	Finance/Paul Zielinski	04/20/00	Until Terminated	N/A	N/A	60 days written notice
Waste Management	300 Middle Road	Dumpster Service	Maintenance/Ken Hern	01/11/05	Until Terminated	N/A	N/A	Franchise agreement with City of Riviera Bch
Waste Management	Cruise Terminal	Dumpster Service	Maintenance/Ken Hern	01/11/05	Until Terminated	N/A	N/A	Franchise agreement with City of Riviera Bch
Waste Management	M.O.B.	Dumpster Service	Maintenance/Ken Hern	01/11/05	Until Terminated	N/A	N/A	Franchise agreement with City of Riviera Bch
Waste Management	M.O.C.	Dumpster Service	Maintenance/Ken Hern	02/12/02	Until Terminated	N/A	N/A	Franchise agreement with City of Riviera Bch
Waste Management	Southgate Warehouse	Dumpster Service	Maintenance/Ken Hern	02/18/09	Until Terminated	N/A	N/A	Franchise agreement with City of Riviera Bch
Waste Management	MOC	Recycling Dumpster and Bin	Maintenance/Ken Hern	01/17/18	Until Terminated	N/A	N/A	Franchise agreement with City of Riviera Bch
Sheriff of P.B.C.	Port Services	NICB Processing	Security/Ken Hern	06/17/99	No Exp. Date	N/A	Original contract 6/99.	30 days written notice
AFLAC	1932 Wynnton Road Columbus, GA 31999	Provides voluntary, employee-paid, policies to Port staff	Beatrice Greffin/ Human Resources	???	4/1/2001	Open	Optional insurance for employees: cancer, hospitalization, etc.	N/A
AIG Valic Financial Advisors, Inc.	2929 Allen Parkway Houston, TX 77019	Provides voluntary, employee-paid, deferred compensation services	Beatrice Greffin/ Human Resources	05/01/06	1/1/1980	Open	457 plan deferred optional retirement plan	N/A
AXA Equitable	1290 Avenue of the Americas New York, NY 10104	Provides voluntary, employee-paid, deferred compensation services	Beatrice Greffin/ Human Resources	???	1/1/1980	Open	457 plan deferred optional retirement plan	N/A
Coach Comp America	400 N Congress Avenue, # 110 West Palm Beach, FL 33401	Provides screenings for on-the-job injuries (Workers' Compensation)	Beatrice Greffin/ Human Resources	05/01/06	5/1/2006	Open	Used for workers comp injury claims	N/A
Mobile Drug Testing	9910 Alt A1A, Suite 702- PMB107 Palm Beach Gardens, 33410	Provides pre-employment and post-accident drug screenings	Beatrice Greffin/ Human Resources	05/01/06	5/1/2006	Open	Drug free workplace provider	N/A
Manpower	1905 Broadway Riviera Beach, FL 33404	Temporary Employment Service	Beatrice Greffin/Human Resources	As-needed	As-needed	Open	Used for basic labor workers - bill rate \$15.39	N/A
Express	2540 Metrocentre Blvd. Ste. 3 WPB FL 33407	Temporary Employment Service	Beatrice Greffin/Human Resources	As-needed	As-needed	Open	Used for janitorial workers - bill rate \$19.15	N/A

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM E-7**

June 14, 2018

PREPARED BY: Jarra Kaczwarra Sr. Director, Business Development/Communications
Venice Howard District Clerk/Records Administrator

SUBJECT: Business Development

BACKGROUND: The following items are presented for approval and/or ratification:

Urban League of Palm Beach County 44th Annual Equal Opportunity Luncheon May 30, 2018
(2 tickets at \$150.00 each)

Trade Events

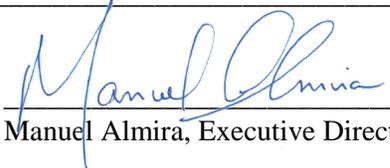
Forum Club	Tickets & Events	July 2018
Economic Council	Tickets & Events	July 2018
Economic Forum	Tickets & Events	July 2018
Business Development Board (BDB)	Tickets & Events	July 2018
Convention & Visitors Bureau	Tickets & Events	July 2018
Member Chambers of Commerce	Tickets & Events	July 2018
Navy League	Tickets & Events	July 2018
International Business Council	Tickets & Events	July 2018
Women's Transportation Seminar (WTS)	Tickets & Events	July 2018

FINANCIAL IMPACT: These items are funded from the FY18 Operating Budgets.

ADDITIONAL INFORMATION ATTACHED: No X Yes _____

RECOMMENDATION: The Board of Commissioners is respectfully requested to approve and/or ratify the above listed trade events and seminars and conferences.

Respectfully Submitted By:


Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

SAVE THE DATE

44TH ANNUAL EQUAL OPPORTUNITY DAY LUNCHEON
WEDNESDAY, MAY 30, 2018, COHEN PAVILION AT KRAVIS CENTER

Keynote Speaker
MARC H. MORIAL



President & CEO
National Urban League



**Office
DEPOT**



The Palm Beach Post



To purchase a table or tickets Call 561-833-1461 Ext. 3002

CLICK HERE TO REGISTER NOW

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM E-8**

PREPARED BY: Aidy Alonzo Communications Manager June 14, 2018

SUBJECT: **Public Relations & Marketing**

Meltwater Reports for May 2018

- Media: 468 mentions | 34,689,505 potential reach
- Social: 241 mentions, including 151 Tweets

Social Media Metrics for May 2018

- Facebook: 2,619 Total Likes | 57 New Likes | 6,673 Engagement | 51,151 Weekly Reach
- Twitter: 32 Tweets | 32,400 Impressions | 1,852 Profile Visits | 1,787 Followers
- Instagram: 25 Posts | 996 Followers | 32 New Followers | 901 Engagement

Email Newsletter

- May 1 Marine Industries Association of Palm Beach County, *Crosscurrents*

Correspondence

- May 22 & 25 Letters from Palm Beach Atlantic University
- May 23 Letter from Historical Society of Palm Beach County

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: n/a

RECOMMENDATION: For Information Only

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

Meltwater Coverage Summary | May 2018

TOTAL REACH & AD VALUE

POTENTIAL REACH	AD VALUE
56,400,276	\$521,703

TOTAL NEWS ITEMS BY MEDIA TYPE

Online	468
Social	241
Total	709

TOTAL NEWS BY MEDIA TYPE %

Online	66.01%
Social	33.99%
Total	100%

ONLINE HIGHLIGHTS

Articles	Reach
PR Web May 2 Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	52,172
Palm Beach Post May 11 Palm Beach Zoo wins county tourism's Providencia Award	165,216
Seatrade Cruise News May 20 Kids sail free in June on Bahamas Paradise Cruise Line	13,980
Cape Cod Times May 30 Bunker mentality	81,276

REACH & AD VALUE BREAKDOWN

Month	Reach	Ad Value
October 2017	20,721,934	\$191,678
November 2017	106,047,434	\$980,939
December 2017	171,290,153	\$1,584,434
January 2018	171,520,468	\$1,586,564
February 2018	21,444,214	\$198,359
March 2018	14,661,969	\$135,623
April 2018	70,627,013	\$1,240,488
May 2018	56,400,276	\$521,703
June 2018	-	-
July 2018	-	-
August 2018	-	-
September 2018	-	-
Total	632,713,461	\$6,439,788

MELTWATER REPORT - MAY 2018

Date	Headline	URL	Publication	Country	Reach
1-May-2018	Potential for funnel clouds, significant weather advisory for Palm Beach County	http://weatherplus.blog.mypalmbeachpost.com/2018/05/01/possible-funnel-clouds-significant-weather-advisory-for-palm-beach-county/	WeatherPlus - The Palm Beach Post	United States	3,450
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	https://www.seattlepi.com/business/press-releases/article281111100.html	Seattlepi.com	United States	1,164,284
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.kxxv.com/story/38092607/worldmedia-inter	KXXV-TV News Channel 25	United States	85,150
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.14news.com/story/38092607/worldmedia-inter	14 News	United States	54,253
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.newschannel6now.com/story/38092607/worldmedia-inter	KAUZ-TV: NewsChannel 6 Now	United States	15,538
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.prweb.com/releases/2018/05/prweb154555/	PRWeb	United States	520,172
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.khq.com/story/38092607/worldmedia-inter	KHQ Right Now	United States	125,297
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.newschannel10.com/story/38092607/worldmedia-inter	NewsChannel 10	United States	52,542
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.oldies977lubbock.com/story/38092607/worldmedia-inter	Oldies 97.7	United States	-
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.nbc12.com/story/38092607/worldmedia-inter	NBC12 - WWBT	United States	144,547
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise - Fox29 WFLX TV, West	http://www.wfix.com/story/38092607/worldmedia-inter	WFLX Fox 29-TV	United States	8,960
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wicz.com/story/38092607/worldmedia-inter	Fox 40 WICZ TV	United States	52,137
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wistv.com/story/38092607/worldmedia-inter	WIS News 10	United States	98,905
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wrcbtv.com/story/38092607/worldmedia-inter	WRCB-TV 3	United States	157,223
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.live5news.com/story/38092607/worldmedia-inter	Live5News.com	United States	94,304
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.kplctv.com/story/38092607/worldmedia-inter	KPLC 7 News	United States	24,792
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wbtv.com/story/38092607/worldmedia-inter	WBTV 3 News	United States	185,710
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.kswo.com/story/38092607/worldmedia-inter	KSWO-TV 7	United States	23,702
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.ktvn.com/story/38092607/worldmedia-inter	KTVN Channel 2	United States	43,987
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wtvm.com/story/38092607/worldmedia-inter	WTVM.com	United States	38,522
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wsiltv.com/story/38092607/worldmedia-inter	WSIL-TV	United States	26,112
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise - CBS News 8 - San Diego	http://www.cbs8.com/story/38092607/worldmedia-inter	KFMB-TV CBS-8	United States	219,858
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.kcbd.com/story/38092607/worldmedia-inter	KCBD NewsChannel 11	United States	35,879
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wbrc.com/story/38092607/worldmedia-inter	WBRC FOX6 News	United States	101,608
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.abc-7.com/story/38092607/worldmedia-inter	ABC-7.com	United States	18,011
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.ssuchronicle.com/2018/05/02/worldmedia-inter	University Chronicle	United States	715
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.magic1065.com/story/38092607/worldmedia-inter	Magic 106.5	United States	121
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wfmj.com/story/38092607/worldmedia-inter	WFMJ TV-21	United States	71,971
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.lgbtq.com/story/38092607/worldmedia-inter	LGBTWeddings.com	United States	87
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.nbcrightnow.com/story/38092607/worldmedia-inter	NBC Right Now - KNDO/KNDU	United States	23,408
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.hometownstations.com/story/38092607/worldmedia-inter	Hometownstations.com	United States	16,161
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.mylubbocktv.com/story/38092607/worldmedia-inter	My Lubbock TV	United States	-
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.fox5vegas.com/story/38092607/worldmedia-inter	FOX5Vegas.com	United States	113,765
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wmcactionnews5.com/story/38092607/worldmedia-inter	WMC Action News 5	United States	101,235
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.wnd.com/worldnetdaily/news/read/3623	WorldNetDaily - FinancialContent	United States	448
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.fox21delmarva.com/story/38092607/worldmedia-inter	Fox 21 Delmarva	United States	398
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.nbc29.com/story/38092607/worldmedia-inter	NBC29 WVIR	United States	75,490
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.abcfoxmontana.com/story/38092607/worldmedia-inter	ABC FOX Montana	United States	15,063
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.fox19.com/story/38092607/worldmedia-inter	FOX19-WXIX TV	United States	126,740
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.krgv.com/story/38092607/worldmedia-inter	KRGV.com	United States	21,383
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.kltv.com/story/38092607/worldmedia-inter	KLTV 7 News	United States	47,541
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.rfdtv.com/story/38092607/worldmedia-inter	RFD-TV	United States	20,303
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wnky.com/story/38092607/worldmedia-inter	WNKY.com	United States	3,746
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.newswest9.com/story/38092607/worldmedia-inter	NewsWest 9	United States	24,645
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.watchfox29.com/story/38092607/worldmedia-inter	FOX29 Lake Charles	United States	1,150
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.kait8.com/story/38092607/worldmedia-inter	KAIT ABC-8	United States	49,282
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wfxg.com/story/38092607/worldmedia-inter	WFXG FOX 54	United States	7,923
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	https://www.benzinga.com/pressreleases/18/05/p1162	Benzinga	United States	657,117
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.cleveland19.com/story/38092607/worldmedia-inter	Cleveland 19 News	United States	408,929
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wdam.com/story/38092607/worldmedia-inter	WDAM - Channel 7	United States	37,511
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.1077yesfm.com/story/38092607/worldmedia-inter	107.7 Yes FM	United States	410
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.msnewsnow.com/story/38092607/worldmedia-inter	Mississippi News Now	United States	45,719
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.kulr8.com/story/38092607/worldmedia-inter	KULR-8	United States	24,395
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wmbfnews.com/story/38092607/worldmedia-inter	WMBF News	United States	44,069
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wafb.com/story/38092607/worldmedia-inter	WAFB.com	United States	141,969
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.fox8live.com/story/38092607/worldmedia-inter	FOX 8 WVUE	United States	92,873
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.abc6.com/story/38092607/worldmedia-inter	ABC6 News	United States	20,803
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wave3.com/story/38092607/worldmedia-inter	WAVE 3 News	United States	103,830
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.keyc.com/story/38092607/worldmedia-inter	KEYC News 12	United States	20,552
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.tucsonnewsnow.com/story/38092607/worldmedia-inter	Tucson News Now	United States	92,837
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.kfvs12.com/story/38092607/worldmedia-inter	KFVS 12	United States	63,084

2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wtol.com/story/38092607/worldmedia-inter	WTOL.com	United States	108,702
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wboc.com/story/38092607/worldmedia-inter	WBOC Tv 16	United States	36,047
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.waff.com/story/38092607/worldmedia-inter	WAFF 48 News	United States	60,347
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wsfa.com/story/38092607/worldmedia-inter	WSFA 12 News	United States	72,551
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.walb.com/story/38092607/worldmedia-inter	WALB.com	United States	42,458
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wlox.com/story/38092607/worldmedia-inter	WLOX-TV	United States	55,448
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.ktre.com/story/38092607/worldmedia-inter	KTRE ABC-9	United States	22,618
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wtoc.com/story/38092607/worldmedia-inter	WTOC.com	United States	51,433
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.wect.com/story/38092607/worldmedia-inter	WECT TV6	United States	56,258
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.newson6.com/story/38092607/worldmedia-inter	NewsOn6.com	United States	147,623
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://www.nbc-2.com/story/38092607/worldmedia-inter	NBC-2.com	United States	207,540
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/gafri/news/read/36	Stock Market - FinancialContent	United States	92
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.bigspringherald.com/bigspringherald/news	Big Spring Herald - FinancialContent	United States	187
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.theeveningleader.com/theeveningleader/news	The Evening Leader - FinancialContent	United States	290
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.thepostandmail.com/thepostandmail/news	The Post and Mail - FinancialContent	United States	144
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/citcomm.kvorum/news	740 KVOR - FinancialContent	United States	105,649
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/wral/news/read/36	WRAL - FinancialContent	United States	1,758
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://finance.azcentral.com/azcentral/news/read/3623	Azcentral.com - FinancialContent	United States	1,658
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.observernewsenterprise.com/observernews	The Observer News Enterprise - FinancialContent	United States	574
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/startribune/news/read	Star Tribune - FinancialContent	United States	1,269
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://finance.isonline.com/isonline/news/read/362328	FinancialContent - Journal Sentinel	United States	1,228
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.kanerepublican.com/kanerepublican/news	The Kane Republican - FinancialContent	United States	633
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.post-gazette.com/postgazette/news/read	Pittsburgh Post-Gazette - FinancialContent	United States	1,280
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/pennwell.dental/news	Dental Economics - FinancialContent	United States	105,649
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/ibtimes/news/read	International Business Times - FinancialContent	United States	3,532
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/sandiego/news/read	San Diego Stocks - FinancialContent	United States	15
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/fatpitch.financials/news	Fat Pitch Financials - FinancialContent	United States	105,649
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://finance.dailyherald.com/dailyherald/news/read/3	Daily Herald - FinancialContent	United States	5,910
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/stocks/news/read/3	Stock Market - FinancialContent	United States	98,356
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.starkvilledailynews.com/starkvilledailynews	Starkville Daily News - FinancialContent	United States	17
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.ridgwayrecord.com/ridgwayrecord/news	The Ridgway Record - FinancialContent	United States	65
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.malvern-online.com/malvern-online/news	Malvern Daily Record - FinancialContent	United States	57
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/pentictonherald/news	Penticton Herald - FinancialContent	United States	105,649
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.buffalonews.com/buffnews/news/read/3	The Buffalo News - FinancialContent	United States	1,203
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/presstelegram/news/read	Long Beach Press-Telegram - FinancialContent	United States	105,649
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.poteaudailynews.com/poteaudailynews	Poteau Daily News - FinancialContent	United States	214
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.dailytimesleader.com/dailytimesleader/news	The Daily Times Leader - FinancialContent	United States	2,267
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.theantlersamerican.com/theantlersamerican	The Antlers American - FinancialContent	United States	131
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://quotes.fatpitchfinancials.com/fatpitch.financials/news	Fat Pitch Financials - FinancialContent	United States	321
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://investor.wallstreetselect.com/wss/news/read/36	Wall Street Select - FinancialContent	United States	1,993
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.minstercommunitypost.com/minstercommunitypost	The Community Post - FinancialContent	United States	65
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/1discountbrokerage/news	1st Discount Brokerage - FinancialContent	United States	15
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/fatpitch.valueinvesting/news	Value Investing News - FinancialContent	United States	105,649
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.sweetwaterreporter.com/sweetwaterreporter	The Sweetwater Reporter - FinancialContent	United States	57
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.invoregister.com/invoregister/news/read	The Invo Register - FinancialContent	United States	377
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.pe.com/pe/news/read/36232850/world	The Press Enterprise - FinancialContent	United States	985
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://money.mymotherlode.com/clarkebroadcasting/news	MyMotherLode.com - FinancialContent	United States	125
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.theplotnews.com/theplotnews/news/read	The Pilot News - FinancialContent	United States	142
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://stocks.newsok.com/newsok/news/read/3623285	Newsok - FinancialContent	United States	1,033
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://thenumbers.marketplace.org/publicradio/news/read	Public Radio International - FinancialContent	United States	9,594
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.times-online.com/times-online/news/read	The Valley City Times Record - FinancialContent	United States	188
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.smdailypress.com/smdailypress/news/read	The Daily Press - FinancialContent	United States	667
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/citcomm.citcomms	Citcomm Citcommstations - FinancialContent	United States	105,649
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/nrn/news/read/362	Nation's Restaurant News - FinancialContent	United States	105,649
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.mammothtimes.com/mammothtimes/news	Mammoth Times - FinancialContent	United States	57
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.am-news.com/am-news/news/read/362	Morning News - FinancialContent	United States	647
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/pennwell.cabling/news	Cabling - FinancialContent	United States	105,649
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.bentoncourier.com/bentoncourier/news	The Saline Courier - FinancialContent	United States	110
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.punxsutawneyspirit.com/punxsutawneyspirit	The Punxsutawney Spirit - FinancialContent	United States	81
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://finance.minyanville.com/minyanville/news/read/3	Minyanville - FinancialContent	United States	1,377
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.decaturdailydemocrat.com/decaturdailydemocrat	The Decatur Daily Democrat - FinancialContent	United States	184
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/dptribune/news/read	Deer Park Tribune - FinancialContent	United States	105,649
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/streetinsider/news	StreetInsider - FinancialContent	United States	917
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/franklincredit/news	Franklin Credit Business Services - FinancialContent	United States	105,649
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://business.wapakdailynews.com/wapakdailynews	The Wapakoneta Daily News - FinancialContent	United States	275

2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/marketintelligence	Market Intelligence Center - FinancialContent	United States	15
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/alerts/news/read/3	Aleris - FinancialContent	United States	105,649
2-May-2018	Worldmedia Interactive Launches New Campaign for Bahamas Paradise Cruise Line Expansion	http://markets.financialcontent.com/online/news/read	Journal Sentinel - FinancialContent	United States	1,228
8-May-2018	Florida East Coast Railway Joins BITA	https://www.onenewspage.com.au/n/Press+Releases	One News Page Australia	Australia	370
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wafb.com/story/38138367/florida-governor	WAFB.com	United States	124,391
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.crossroadstoday.com/story/38138367/florida-governor	Crossroads Today	United States	30,455
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.tulsacw.com/story/38138367/florida-governor	TulsaCW.com	United States	1,170
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wicz.com/story/38138367/florida-governor	Fox 40 WICZ TV	United States	34,007
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.khq.com/story/38138367/florida-governor	KHQ Right Now	United States	185,977
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.nbc12.com/story/38138367/florida-governor	NBC12 - WWBT	United States	251,387
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.newschannel6now.com/story/38138367/florida-governor	KAUZ-TV: NewsChannel 6 Now	United States	15,058
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group - CBS News 8 - San Diego, CA	http://www.cbs8.com/story/38138367/florida-governor	KFMB-TV CBS-8	United States	158,926
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wect.com/story/38138367/florida-governor	WECT TV6	United States	97,248
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wtol.com/story/38138367/florida-governor	WTOI.com	United States	84,381
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wvmt.com/story/38138367/florida-governor	WTVM.com	United States	51,346
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wmctionnews5.com/story/38138367/florida-governor	WMC Action News 5	United States	132,617
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.sntoday.com/story/38138367/florida-governor	SNJ Today	United States	18,883
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.newswest9.com/story/38138367/florida-governor	NewsWest 9	United States	22,191
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.msnewsnow.com/story/38138367/florida-governor	Mississippi News Now	United States	53,188
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wdam.com/story/38138367/florida-governor	WDAM - Channel 7	United States	42,243
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.fox34.com/story/38138367/florida-governor	Fox 34	United States	7,904
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wmbfnews.com/story/38138367/florida-governor	WMBF News	United States	110,925
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wboc.com/story/38138367/florida-governor	WBOC TV 16	United States	52,401
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.newschannel10.com/story/38138367/florida-governor	NewsChannel 10	United States	56,941
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.tucsonnewsnow.com/story/38138367/florida-governor	Tucson News Now	United States	86,889
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.kfbb.com/story/38138367/florida-governor	KFBB.com	United States	4,893
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.keyc.com/story/38138367/florida-governor	KEYC News 12	United States	20,350
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wave3.com/story/38138367/florida-governor	WAVE 3 News	United States	118,517
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.kctv5.com/story/38138367/florida-governor	KCTV 5	United States	192,116
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.krgv.com/story/38138367/florida-governor	KRGV.com	United States	30,563
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.kfvs12.com/story/38138367/florida-governor	KFVS 12	United States	67,521
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.swxrightnow.com/story/38138367/florida-governor	SWX Right Now	United States	3,874
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.suteleundo20.com/story/38138367/florida-governor	Telemundo Midland/Odessa	United States	473
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.nbc-2.com/story/38138367/florida-governor	NBC-2.com	United States	236,211
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.kait8.com/story/38138367/florida-governor	KAIT ABC-8	United States	43,091
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.telemundoamarillo.com/story/38138367/florida-governor	Telemundo Amarillo	United States	4,809
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.kake.com/story/38138367/florida-governor	Kake	United States	59,406
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.kxxv.com/story/38138367/florida-governor	KXXV-TV News Channel 25	United States	63,647
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.kitv.com/story/38138367/florida-governor	KITV 4 News	United States	74,973
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.noticiasetx.com/story/38138367/florida-governor	NoticiasETX.com	United States	398
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wfxq.com/story/38138367/florida-governor	WFXG FOX 54	United States	10,502
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wtoc.com/story/38138367/florida-governor	WTOC.com	United States	53,218
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.kfmbfm.com/story/38138367/florida-governor	Kfmbfm.com	United States	6,580
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wnky.com/story/38138367/florida-governor	WNKY.com	United States	6,363
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.fox5vegas.com/story/38138367/florida-governor	FOX5Vegas.com	United States	133,609
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.newscenter1.tv/story/38138367/florida-governor	News Center 1	United States	13,214
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.abc-7.com/story/38138367/florida-governor	ABC-7.com	United States	20,602
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.1077yesfm.com/story/38138367/florida-governor	107.7 Yes FM	United States	561
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wbtv.com/story/38138367/florida-governor	WBTV 3 News	United States	152,646
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.lubbockcw.com/story/38138367/florida-governor	The CW Lubbock	United States	417
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.abcfoxmontana.com/story/38138367/florida-governor	ABC FOX Montana	United States	20,272
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.kuam.com/story/38138367/florida-governor	Kuam News	United States	25,488
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.klkn.com/story/38138367/florida-governor	KLKN-TV ABC-8	United States	28,083
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.cleveland19.com/story/38138367/florida-governor	Cleveland 19 News	United States	206,384
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.ktvn.com/story/38138367/florida-governor	KTVN Channel 2	United States	55,387
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wbrc.com/story/38138367/florida-governor	WBRC FOX6 News	United States	114,174
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.live5news.com/story/38138367/florida-governor	Live5News.com	United States	74,424
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.nbcrightnow.com/story/38138367/florida-governor	NBC Right Now - KNDO/KNDU	United States	29,159
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.magic1065.com/story/38138367/florida-governor	Magic 106.5	United States	404
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.937theeagle.com/story/38138367/florida-governor	93.7 The Eagle	United States	177
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.kulr8.com/story/38138367/florida-governor	KULR-8	United States	25,737
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wlox.com/story/38138367/florida-governor	WLOX-TV	United States	60,286
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.am9501007fm.com/story/38138367/florida-governor	AM950 1007 FM	United States	-
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.koamtv.com/story/38138367/florida-governor	KOAM-TV	United States	15,665
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.k5thehometeam.com/story/38138367/florida-governor	KFVE The Home Team	United States	14,049

8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.waff.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	WAFF 48 News	United States	83,302
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.doublet973.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	Double T 97.3	United States	909
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.valleyscw.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	The Valley's CW	United States	967
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.news9.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	Oklahoma's Own	United States	125,300
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.newson6.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	NewsOn6.com	United States	151,166
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wsfa.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	WSFA 12 News	United States	111,524
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.telemundolubbock.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	Telemundo Lubbock	United States	526
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.kplctv.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	KPLC 7 News	United States	45,281
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.fox19.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	FOX19-WXIX TV	United States	135,195
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.abc6.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	ABC6 News	United States	27,471
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.mylubbocktv.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	My Lubbock TV	United States	-
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.fox14tv.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	FOX 14 TV	United States	2,706
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.hometownstations.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	Hometownstations.com	United States	12,350
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wfmj.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	WFMJ TV-21	United States	59,807
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.kcbd.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	KCBD NewsChannel 11	United States	41,056
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.oldies977lubbock.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	Oldies 97.7	United States	-
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.walb.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	WALB.com	United States	51,932
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group - Fox29 WFLX TV, West Palm Beach	http://www.wflx.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	WFLX Fox 29-TV	United States	7,877
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wrcbtv.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	WRCB-TV 3	United States	110,502
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.kswo.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	KSWO-TV 7	United States	23,900
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.kptv.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	KPTV FOX 12	United States	253,329
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.hawaiinewsnow.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	Hawaii News Now	United States	285,193
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.14news.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	14 News	United States	53,547
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.kasa.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	KASA	United States	1,815
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.ktre.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	KTRE ABC-9	United States	25,791
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.fox8live.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	FOX 8 WVUE	United States	92,751
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.kmov.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	KMOV.com	United States	272,389
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.fox21delmarva.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	Fox 21 Delmarva	United States	452
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.ksla.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	KSLA News 12	United States	49,553
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.nbc29.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	NBC29 WVIR	United States	84,822
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wsilv.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	WSIL-TV	United States	19,885
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.kltv.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	KLTV 7 News	United States	58,067
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.wistv.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	WIS News 10	United States	151,565
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.rfdtv.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	RFD-TV	United States	20,628
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.lbgvtv.com/story/38138367/florida-governor-returns-to-rgf-environmental-group	LBGTWeddings.com	United States	73
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://markets.financialcontent.com/gafn/news/read/36	Stock Market - FinancialContent	United States	43
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc. Spoke	http://www.spoke.com/press_releases/5af1a0992cf3f	Spoke	United States	45,852
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://markets.businessinsider.com/news/stocks/florida-governor-returns-to-rgf-environmental-group	Markets Insider - Business Insider	United States	1,268,706
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	https://www.onenewspage.com.au/n/Press+Releases	One News Page Australia	Australia	370
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.lelezard.com/en/news-16887402.html	Le Lezard (EN)	Canada	2,903
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.prweb.com/releases/2018/05/prweb15470	PRWeb	United States	563,008
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://www.tickertech.com/cgi/?a=news&ticker=a&w=8	Ticker Technologies	United States	1,126
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://markets.financialcontent.com/franklincredit/news	Franklin Credit Business Services - FinancialContent	United States	109,836
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://business.bigspringherald.com/bigspringherald/news/read/36	Big Spring Herald - FinancialContent	United States	258
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://finance.dailyherald.com/dailyherald/news/read/36	Daily Herald - FinancialContent	United States	2,490
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://business.wapakdailynews.com/wapakdailynews/news/read/36	The Wapakoneta Daily News - FinancialContent	United States	106
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://business.punxsutawneynews.com/punxsutawneynews/news/read/36	The Punxsutawney Spirit - FinancialContent	United States	95
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://business.theeveningleader.com/theeveningleader/news/read/36	The Evening Leader - FinancialContent	United States	290
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://markets.kelownadailycourier.ca/kelownadailycourier/news/read/36	Kelowna Daily Courier - FinancialContent	Canada	109,836
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://business.dailytimesleader.com/dailytimesleader/news/read/36	The Daily Times Leader - FinancialContent	United States	936
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://investor.wallstreetselect.com/wss/news/read/36	Wall Street Select - FinancialContent	United States	1,927
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://business.observernewsonline.com/observernews/news/read/36	The Observer News Enterprise - FinancialContent	United States	188
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://markets.financialcontent.com/chroniclejournal/news/read/36	Chronicle Journal - FinancialContent	United States	109,836
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://business.thepilotnews.com/thepilotnews/news/read/36	The Pilot News - FinancialContent	United States	142
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://business.times-online.com/times-online/news/read/36	The Valley City Times Record - FinancialContent	United States	74
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://business.ridgwayrecord.com/ridgwayrecord/news/read/36	The Ridgway Record - FinancialContent	United States	189
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://markets.financialcontent.com/streetinsider/news/read/36	StreetInsider - FinancialContent	United States	257
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://business.invoregister.com/invoregister/news/read/36	The Invo Register - FinancialContent	United States	34
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://markets.winslowvancrocker.com/winslownews/news/read/36	Stock Market Holiday Schedule - FinancialContent	United States	95
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://markets.financialcontent.com/1discountbrokerage/news/read/36	1st Discount Brokerage - FinancialContent	United States	14
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://business.minstercommunitypost.com/minstercommunitypost/news/read/36	The Community Post - FinancialContent	United States	204
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://business.mammothtimes.com/mammothtimes/news/read/36	Mammoth Times - FinancialContent	United States	140
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://business.am-news.com/am-news/news/read/36	Morning News - FinancialContent	United States	7
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://markets.financialcontent.com/startribune/news/read/36	Star Tribune - FinancialContent	United States	1,170
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://markets.financialcontent.com/dowtheoryletters/news/read/36	Dow Theory Letters - FinancialContent	United States	109,836

8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://markets.financialcontent.com/dailypennyalerts/news/	Daily Penny Alerts - FinancialContent	United States	43
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://business.thepostandmail.com/thepostandmail/news/	The Post and Mail - FinancialContent	United States	13
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://markets.financialcontent.com/investplace/news/	Investor Place - Markets - FinancialContent.com	United States	2,354
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	https://www.benzinga.com/pressreleases/18/05/r1166/	Benzinga	United States	540,472
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://markets.financialcontent.com/citcomm_citcomms	Citcomm Citcommstations - FinancialContent	United States	109,836
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://business.sweetwaterreporter.com/sweetwaterre/	The Sweetwater Reporter - FinancialContent	United States	124
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://markets.siliconinvestor.com/siliconinvestor/news/	Silicon Investor - FinancialContent	United States	109,836
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://business.smdailypress.com/smdailypress/news/	The Daily Press - FinancialContent	United States	132
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://business.starkvilledailynews.com/starkvilledailynews/	Starkville Daily News - FinancialContent	United States	218
8-May-2018	Florida Governor, Rick Scott, Returns to RGF Environmental Group, Inc.	http://markets.financialcontent.com/ascensus/news/re/	Ascensus - FinancialContent	United States	109,836
9-May-2018	BRIEF: LATEST: One injured after golf cart falls into waters off Riviera Beach Marina	http://www.windstream.net/news/read/category/sports/	Windstream	United States	458,055
9-May-2018	BRIEF: LATEST: One injured after golf cart falls into waters off Riviera Beach Marina	http://start.new.toshiba.com/news/read/category/sports/	Toshiba	United States	13,559
9-May-2018	BRIEF: LATEST: One injured after golf cart falls into waters off Riviera Beach Marina	http://home.suddenlink.net/news/read/category/sports/	Suddenlink	United States	119,001
9-May-2018	BRIEF: LATEST: One injured after golf cart falls into waters off Riviera Beach Marina - sports - To	http://start.toshiba.com/news/read/category/sports/article/	Toshiba Start	United States	127,457
9-May-2018	BRIEF: LATEST: One injured after golf cart falls into waters off Riviera Beach Marina	http://midco.net/news/read/category/sports/article/the	Midco.Net	United States	105,688
9-May-2018	BRIEF: LATEST: One injured after golf cart falls into waters off Riviera Beach Marina	http://portal.tds.net/news/read/category/sports/article/t	TDS	United States	54,861
9-May-2018	BRIEF: LATEST: One injured after golf cart falls into waters off Riviera Beach Marina - sports - W	http://wowway.net/news/read/category/sports/article/t	WOW	Mexico	121,555
9-May-2018	BRIEF: LATEST: One injured after golf cart falls into waters off Riviera Beach Marina - sports - att	http://start.att.net/news/read/category/sports/article/the	ATT.com	United States	1,801,034
9-May-2018	Florida East Coast Railway Joins BiTA Spoke	http://www.spoke.com/press_releases/5af3511f2cf37/	Spoke	United States	45,852
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.kxxv.com/story/38151688/florida-east-coas	KXXV-TV News Channel 25	United States	63,647
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/gafri/news/read/36	Stock Market - FinancialContent	United States	43
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/gatehouse_rrstar/n	Rockford Register Star - FinancialContent	United States	109,836
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.khq.com/story/38151688/florida-east-coas	KHQ Right Now	United States	185,977
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.klkn.com/story/38151688/florida-east-coa	KLKN-TV ABC-8	United States	28,083
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.wave3.com/story/38151688/florida-east-co	WAVE 3 News	United States	118,517
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.tucsonnewsnow.com/story/38151688/florid	Tucson News Now	United States	86,889
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.morningstar.com/news/globe-news-wire/G	Morningstar	United States	2,473,552
9-May-2018	Florida East Coast Railway Joins BiTA	https://www.valuespectrum.com/corporate_news/1119	Valuespectrum.com	United States	185
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.nbcrightnow.com/story/38151688/florida-eg	NBC Right Now - KNDO/KNDU	United States	29,159
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.telemundolubbock.com/story/38151688/flo	Telemundo Lubbock	United States	526
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.kasa.com/story/38151688/florida-east-coas	KASA	United States	1,815
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.magic1065.com/story/38151688/florida-eg	Magic 106.5	United States	404
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.abcfxmontana.com/story/38151688/florida	ABC FOX Montana	United States	20,272
9-May-2018	Florida East Coast Railway Joins BiTA	https://www.onenewspage.com/n/Press+Releases/1z/	One News Page	United States	53,174
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.kmov.com/story/38151688/florida-east-coa	KMOV.com	United States	272,389
9-May-2018	Florida East Coast Railway Joins BiTA	https://www.einpresswire.com/article/446245162/florid	EIN Presswire	United States	14,730
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.businessinsider.com/news/stocks/florida	Markets Insider- Business Insider	United States	1,268,706
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.waff.com/story/38151688/florida-east-coas	WAFF 48 News	United States	83,302
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.ksla.com/story/38151688/florida-east-coas	KSLA News 12	United States	49,553
9-May-2018	Florida East Coast Railway Joins BiTA	https://www.einnews.com/pr_news/446245162/florida	EIN Presswire	United States	49,197
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.kulr8.com/story/38151688/florida-east-coa	KULR-8	United States	25,737
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.kuam.com/story/38151688/florida-east-coa	Kuam News	United States	25,488
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.oldsies977lubbock.com/story/38151688/flor	Oldies 97.7	United States	-
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.fox19.com/story/38151688/florida-east-coa	FOX19-WXIX TV	United States	135,195
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.hometownstations.com/story/38151688/flo	Hometownstations.com	United States	12,350
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.newson6.com/story/38151688/florida-east-	NewsOn6.com	United States	151,166
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.kitv.com/story/38151688/florida-east-coast	KITV 4 News	United States	74,973
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.kfbb.com/story/38151688/florida-east-coas	KFBB.com	United States	4,893
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.wnd.com/worldnetdaily/news/read/3628	WorldNetDaily - FinancialContent	United States	539
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.kake.com/story/38151688/florida-east-coas	Kake	United States	59,406
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.wfmj.com/story/38151688/florida-east-coas	WFMJ TV-21	United States	59,807
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.wtvm.com/story/38151688/florida-east-coa	WTVM.com	United States	51,346
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.wboc.com/story/38151688/florida-east-coa	WBOC Tv 16	United States	52,401
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.wbtv.com/story/38151688/florida-east-coas	WBTv 3 News	United States	152,646
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.kswo.com/story/38151688/florida-east-coa	KSWO-TV 7	United States	23,900
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.abc6.com/story/38151688/florida-east-coa	ABC6 News	United States	27,471
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.walb.com/story/38151688/florida-east-coas	WALB.com	United States	51,932
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.ktre.com/story/38151688/florida-east-coas	KTRE ABC-9	United States	25,791
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.wsfa.com/story/38151688/florida-east-coa	WSFA 12 News	United States	111,524
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.nbc12.com/story/38151688/florida-east-coa	NBC12 - WWBT	United States	251,387
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.kfvs12.com/story/38151688/florida-east-coa	KFVS 12	United States	67,521
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.wafb.com/story/38151688/florida-east-coa	WAFB.com	United States	124,391
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.hawaiinewsnow.com/story/38151688/florid	Hawaii News Now	United States	285,193
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.wtol.com/story/38151688/florida-east-coas	WTOl.com	United States	84,381
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.cleveland19.com/story/38151688/florida-eg	Cleveland 19 News	United States	206,384

9-May-2018	Florida East Coast Railway Joins BiTA	http://www.fox8live.com/story/38151688/florida-east-coast-railway-joins-bit	FOX 8 WVUE	United States	92,751
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.wtoc.com/story/38151688/florida-east-coast-railway-joins-bit	WTOC.com	United States	53,218
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.newswest9.com/story/38151688/florida-east-coast-railway-joins-bit	NewsWest 9	United States	22,191
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.fox5vegas.com/story/38151688/florida-east-coast-railway-joins-bit	FOX5Vegas.com	United States	133,609
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.kltv.com/story/38151688/florida-east-coast-railway-joins-bit	KLTV 7 News	United States	58,067
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.k5thetimeteam.com/story/38151688/florida-east-coast-railway-joins-bit	KFVE The Home Team	United States	14,049
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.14news.com/story/38151688/florida-east-coast-railway-joins-bit	14 News	United States	53,547
9-May-2018	Florida East Coast Railway Joins BiTA - CBS News 8 - San Diego, CA News Station - KFMB Channel 8	http://www.cbs8.com/story/38151688/florida-east-coast-railway-joins-bit	KFMB-TV CBS-8	United States	158,926
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.kait8.com/story/38151688/florida-east-coast-railway-joins-bit	KAIT ABC-8	United States	43,091
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.wistv.com/story/38151688/florida-east-coast-railway-joins-bit	WIS News 10	United States	151,565
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.kptv.com/story/38151688/florida-east-coast-railway-joins-bit	KPTV FOX 12	United States	253,329
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.wicz.com/story/38151688/florida-east-coast-railway-joins-bit	Fox 40 WICZ TV	United States	34,007
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.nbc29.com/story/38151688/florida-east-coast-railway-joins-bit	NBC29 WVIR	United States	84,822
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.crossroadstoday.com/story/38151688/florida-east-coast-railway-joins-bit	Crossroads Today	United States	30,455
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.newschannel6now.com/story/38151688/florida-east-coast-railway-joins-bit	KAUZ-TV: NewsChannel 6 Now	United States	15,058
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.newschannel10.com/story/38151688/florida-east-coast-railway-joins-bit	NewsChannel 10	United States	56,941
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.kplctv.com/story/38151688/florida-east-coast-railway-joins-bit	KPLC 7 News	United States	45,281
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.wdam.com/story/38151688/florida-east-coast-railway-joins-bit	WDAM - Channel 7	United States	42,243
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.tulsacw.com/story/38151688/florida-east-coast-railway-joins-bit	TulsaCW.com	United States	1,170
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.rfdtv.com/story/38151688/florida-east-coast-railway-joins-bit	RFD-TV	United States	20,628
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.kfmbfm.com/story/38151688/florida-east-coast-railway-joins-bit	Kfmbfm.com	United States	6,580
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.mylubbocktv.com/story/38151688/florida-east-coast-railway-joins-bit	My Lubbock TV	United States	-
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.krgv.com/story/38151688/florida-east-coast-railway-joins-bit	KRGV.com	United States	30,563
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.abc-7.com/story/38151688/florida-east-coast-railway-joins-bit	ABC-7.com	United States	20,602
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.wmbfnews.com/story/38151688/florida-east-coast-railway-joins-bit	WMBF News	United States	110,925
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.doublet973.com/story/38151688/florida-east-coast-railway-joins-bit	Double T 97.3	United States	909
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.noticiasetx.com/story/38151688/florida-east-coast-railway-joins-bit	NoticiasETX.com	United States	398
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/tj/news/read/3624	The Network Journal - Financial Content	United States	14
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.wnky.com/story/38151688/florida-east-coast-railway-joins-bit	WNKY.com	United States	6,363
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.msnewsnow.com/story/38151688/florida-east-coast-railway-joins-bit	Mississippi News Now	United States	53,188
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.wsiltv.com/story/38151688/florida-east-coast-railway-joins-bit	WSIL-TV	United States	19,885
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.kcbd.com/story/38151688/florida-east-coast-railway-joins-bit	KCBD NewsChannel 11	United States	41,056
9-May-2018	Florida East Coast Railway Joins BiTA	https://www.onenewspage.us/n/Press+Releases/1zi7z	One News Page United States	United States	5,011
9-May-2018	Florida East Coast Railway Joins BiTA	https://investorshangout.com/post/view?id=5035777	Investors Hangout	United States	12,267
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.937theeagle.com/story/38151688/florida-east-coast-railway-joins-bit	93.7 The Eagle	United States	177
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.swxrightnow.com/story/38151688/florida-east-coast-railway-joins-bit	SWX Right Now	United States	3,874
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.fox34.com/story/38151688/florida-east-coast-railway-joins-bit	Fox 34	United States	7,904
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.nbc-2.com/story/38151688/florida-east-coast-railway-joins-bit	NBC-2.com	United States	236,211
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.kctv5.com/story/38151688/florida-east-coast-railway-joins-bit	KCTV 5	United States	192,116
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.am9501007fm.com/story/38151688/florida-east-coast-railway-joins-bit	AM950 1007 FM	United States	-
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.live5news.com/story/38151688/florida-east-coast-railway-joins-bit	Live5News.com	United States	74,424
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.wfxq.com/story/38151688/florida-east-coast-railway-joins-bit	WFXG FOX 54	United States	10,502
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.lubbockcw.com/story/38151688/florida-east-coast-railway-joins-bit	The CW Lubbock	United States	417
9-May-2018	Florida East Coast Railway Joins BiTA - Fox29 WFLX TV, West Palm Beach, FL-news & weather	http://www.wflx.com/story/38151688/florida-east-coast-railway-joins-bit	WFLX Fox 29-TV	United States	7,877
9-May-2018	Florida East Coast Railway Joins BiTA	https://globenewswire.com/news-release/2018/05/09/38151688/florida-east-coast-railway-joins-bit	GlobeNewswire	United States	905,654
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.fox21delmarva.com/story/38151688/florida-east-coast-railway-joins-bit	Fox 21 Delmarva	United States	452
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.1077yesfm.com/story/38151688/florida-east-coast-railway-joins-bit	107.7 Yes FM	United States	561
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.snitoday.com/story/38151688/florida-east-coast-railway-joins-bit	SNJ Today	United States	18,883
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.wmccactionnews5.com/story/38151688/florida-east-coast-railway-joins-bit	WMC Action News 5	United States	132,617
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.valleyscw.com/story/38151688/florida-east-coast-railway-joins-bit	The Valley's CW	United States	967
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.wlox.com/story/38151688/florida-east-coast-railway-joins-bit	WLOX-TV	United States	60,286
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.news9.com/story/38151688/florida-east-coast-railway-joins-bit	Oklahoma's Own	United States	125,300
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.wbrc.com/story/38151688/florida-east-coast-railway-joins-bit	WBRC FOX6 News	United States	114,174
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.lgbtv.com/story/38151688/florida-east-coast-railway-joins-bit	LGBTWeddings.com	United States	73
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.telemundoamarillo.com/story/38151688/florida-east-coast-railway-joins-bit	Telemundo Amarillo	United States	4,809
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.newscenter1.tv/story/38151688/florida-east-coast-railway-joins-bit	News Center 1	United States	13,214
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.sutelemundo20.com/story/38151688/florida-east-coast-railway-joins-bit	Telemundo Midland/Odessa	United States	473
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.wect.com/story/38151688/florida-east-coast-railway-joins-bit	WECT TV6	United States	97,248
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.ktvn.com/story/38151688/florida-east-coast-railway-joins-bit	KTVN Channel 2	United States	55,387
9-May-2018	Florida East Coast Railway Joins BiTA	http://business.decatordailydemocrat.com/decatordaily	The Decatur Daily Democrat - FinancialContent	United States	15
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/citcomm_citcomms	Citcomm Citcommstations - FinancialContent	United States	109,836
9-May-2018	Florida East Coast Railway Joins BiTA	http://business.times-online.com/times-online/news/read/3624	The Valley City Times Record - FinancialContent	United States	74
9-May-2018	Florida East Coast Railway Joins BiTA	http://business.bentoncourier.com/bentoncourier/news	The Saline Courier - FinancialContent	United States	35
9-May-2018	Florida East Coast Railway Joins BiTA	http://business.thepilotnews.com/thepilotnews/news/read/3624	The Pilot News - FinancialContent	United States	142
9-May-2018	Florida East Coast Railway Joins BiTA	http://business.am-news.com/am-news/news/read/3624	Morning News - FinancialContent	United States	7

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9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/nm/news/read/362	Nation's Restaurant News - FinancialContent	United States	71
9-May-2018	Florida East Coast Railway Joins BiTA	http://business.dailymtimesleader.com/dailymtimesleader/	The Daily Times Leader - FinancialContent	United States	936
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/ibtimes/news/read/	International Business Times - FinancialContent	United States	4,893
9-May-2018	Florida East Coast Railway Joins BiTA	http://finance.azcentral.com/azcentral/news/read/3628	Azcentral.com - FinancialContent	United States	1,464
9-May-2018	Florida East Coast Railway Joins BiTA	http://thenumbers.marketplace.org/publicradio/news/re	Public Radio International- FinancialContent	United States	8,528
9-May-2018	Florida East Coast Railway Joins BiTA	http://business.minstercommunitypost.com/minstercor	The Community Post - FinancialContent	United States	204
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.pe.com/pe/news/read/36280041/florida	The Press Enterprise - FinancialContent	United States	357
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/investplace/news/	Investor Place - Markets - FinancialContent.com	United States	2,354
9-May-2018	Florida East Coast Railway Joins BiTA	http://business.ridgwayrecord.com/ridgwayrecord/new	The Ridgway Record - FinancialContent	United States	189
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/aleris/news/read/3	Aleris - FinancialContent	United States	29
9-May-2018	Florida East Coast Railway Joins BiTA	http://investor.wallstreetselect.com/wss/news/read/36	Stock Market - WallStreetSelect	United States	1,080
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/franklincredit/news	Franklin Credit Business Services - FinancialContent	United States	109,836
9-May-2018	Florida East Coast Railway Joins BiTA	http://money.mymotherlode.com/clarkebroadcasting.n	MyMotherLode.com- FinancialContent	United States	132
9-May-2018	Florida East Coast Railway Joins BiTA	http://business.bigspringherald.com/bigspringherald/ne	Big Spring Herald - FinancialContent	United States	258
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/fatpitch.financials/	Fat Pitch Financials - FinancialContent	United States	109,836
9-May-2018	Florida East Coast Railway Joins BiTA	http://business.theeveningleader.com/theeveningleade	The Evening Leader - FinancialContent	United States	290
9-May-2018	Florida East Coast Railway Joins BiTA	http://finance.dailyherald.com/dailyherald/news/read/3	Daily Herald - FinancialContent	United States	2,490
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/fatpitch.valueinvest	Value Investing News - FinancialContent	United States	109,836
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9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/dmwmedia/news/r	DNW Media - FinancialContent	United States	14
9-May-2018	Florida East Coast Railway Joins BiTA	http://quotes.fatpitchfinancials.com/fatpitch.financials/	Fat Pitch Financials - FinancialContent	United States	473
9-May-2018	Florida East Coast Railway Joins BiTA	http://business.invoregister.com/invoregister/news/rea	The Invo Register - FinancialContent	United States	34
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/citcomm.kvoram/n	740 KVOR - FinancialContent	United States	109,836
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9-May-2018	Florida East Coast Railway Joins BiTA	http://business.poteaudailynews.com/poteaudailynews	Poteau Daily News - FinancialContent	United States	66
9-May-2018	Florida East Coast Railway Joins BiTA	http://business.sweetwaterreporter.com/sweetwaterre	The Sweetwater Reporter - FinancialContent	United States	124
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/marketintelligence	Market Intelligence Center - FinancialContent	United States	128
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/startribune/news/r	Star Tribune - FinancialContent	United States	1,170
9-May-2018	Florida East Coast Railway Joins BiTA	http://finance.minyanville.com/minyanville/news/read/3	Minyanville - FinancialContent	United States	2,785
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9-May-2018	Florida East Coast Railway Joins BiTA	http://business.kanerepublican.com/kanerepublican/ne	The Kane Republican - FinancialContent	United States	461
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/stocks/news/read/3	Ruidoso News - FinancialContent	United States	109,836
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/wral/news/read/36	WRAL - FinancialContent	United States	2,097
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9-May-2018	Florida East Coast Railway Joins BiTA	http://stocks.newsok.com/newsok/news/read/3628004	Newsok - FinancialContent	United States	966
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/chroniclejournal/ne	Chronicle Journal - FinancialContent	United States	109,836
9-May-2018	Florida East Coast Railway Joins BiTA	http://business.observernewsonline.com/observernew	The Observer News Enterprise - FinancialContent	United States	188
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/stocks/news/read/	The Island Packet - FinancialContent	United States	109,836
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9-May-2018	Florida East Coast Railway Joins BiTA	http://business.smdailypress.com/smdailypress/news/	The Daily Press - FinancialContent	United States	132
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/sandiego/news/rea	San Diego Stocks - FinancialContent	United States	57
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/1discountbrokerag	1st Discount Brokerage - FinancialContent	United States	14
9-May-2018	Florida East Coast Railway Joins BiTA	http://business.wapakdailynews.com/wapakdailynews/	The Wapakoneta Daily News - FinancialContent	United States	106
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/presstelegram/new	Long Beach Press-Telegram - FinancialContent	United States	14
9-May-2018	Florida East Coast Railway Joins BiTA	http://business.starkvilledailynews.com/starkvilledailyn	Starkville Daily News - FinancialContent	United States	218
9-May-2018	Florida East Coast Railway Joins BiTA	http://business.mammothtimes.com/mammothtimes/ne	Mammoth Times - FinancialContent	United States	140
9-May-2018	Florida East Coast Railway Joins BiTA	http://business.theantlersamerican.com/theantlersame	The Antlers American - FinancialContent	United States	288
9-May-2018	Florida East Coast Railway Joins BiTA	http://finance.isonline.com/isonline/news/read/362800	FinancialContent - Journal Sentinel	United States	1,559
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9-May-2018	Florida East Coast Railway Joins BiTA	http://business.malvern-online.com/malvern-online/nev	Malvern Daily Record - FinancialContent	United States	57
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.bakersfield.com/ap/news/florida-east-coast	Bakersfield.com	United States	109,389
9-May-2018	Florida East Coast Railway Joins BiTA	https://forextv.com/top-news/florida-east-coast-railway	ForexTV.com	United States	5,034
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.sectorpublishingintelligence.co.uk/news/19/	Sector Publishing Intelligence	United Kingdom	4,749
9-May-2018	Florida East Coast Railway Joins BiTA	https://www.centralcharts.com/en/146705-fec-resourc	Central Charts	United States	50,222
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.financialcontent.com/dtribune/news/rea	Deer Park Tribune - Financial Content	United States	109,836
9-May-2018	Florida East Coast Railway Joins BiTA	https://www.benzinga.com/pressreleases/18/05/q1167	Benzinga	United States	540,472
9-May-2018	Florida East Coast Railway Joins BiTA	http://markets.buffalonews.com/buffnews/news/read/3	The Buffalo News - FinancialContent	United States	166
9-May-2018	Florida East Coast Railway Joins BiTA	http://www.euroinvestor.com/news/2018/05/09/florida	Euro Investor	Denmark	25,740
9-May-2018	LATEST: One injured after golf cart falls into waters off Riviera Beach Marina	https://www.palmbeachpost.com/news/latest-one-injur	Palm Beach Post	United States	547,344
9-May-2018	LATEST: One injured after golf cart falls into waters off Riviera Beach Marina	https://www.mypalmbeachpost.com/news/latest-one-ir	The Palm Beach Post	United States	165,216
10-May-2018	Cushman & Wakefield Negotiates \$6.9M Sale of Flamingo Commerce Center	https://www.naiopsfl.org/index.cfm?fuseaction=news.c	NAIOP South Florida Chapter	United States	55
10-May-2018	Cushman & Wakefield Negotiates \$6.9M Sale of Flamingo Commerce Center	http://citybizlist.com/article/480325/cushman-wakefield	Citybizlist	United States	11,789
10-May-2018	Cushman & Wakefield Negotiates \$6.9M Sale of Flamingo Commerce Center	http://southflorida.citybizlist.com/article/480325/cushm	South Florida Citybizlist	United States	201

10-May-2018	Grand Classica's inaugural cruise to Bahamas a breeze	https://palmbeach.floridaweekly.com/articles/grand-cla	Palm Beach - Florida Weekly	United States	1,252
11-May-2018	Palm Beach Zoo wins county tourism's Providencia Award	https://travelwirenews.com/palm-beach-zoo-wins-cour	TravelWireNews	United States	8,466
11-May-2018	Palm Beach Zoo wins county tourism's Providencia Award	https://www.mypalmbeachpost.com/business/palm-be	The Palm Beach Post	United States	165,216
13-May-2018	Florida East Coast Railway in Jacksonville joins the 'Blockchain in Transport Alliance' (Page 9)	http://brevardbusinessnews.com/ArchiveDocs/2018/2	Brevard Business News	United States	89
14-May-2018	Silverman Group Snags FL Industrial Property	https://www.cpexecutive.com/post/silverman-group-sn	Commercial Property Executive	United States	28,276
20-May-2018	Kids sail free in June on Bahamas Paradise Cruise Line	http://www.seatrade-cruise.com/news/news-headlines	Seatrade Cruise News	United Kingdom	13,980
21-May-2018	Experience the Ultimate Summer Family Getaway with Bahamas Paradise Cruise Line's Kids Sail	http://www.latecruisenews.com/2018/05/21/experienc	Late Cruise News	Italy	1,144
23-May-2018	Heritage of Leadership 2018 Inductees	https://www.law.ufl.edu/law-news/heritage-of-leadersh	Levin College of Law	United States	28,880
25-May-2018	Former county commissioner Taylor sets sights on West Palm City Hall	https://www.palmbeachpost.com/news/former-county-	Palm Beach Post	United States	547,344
25-May-2018	Former county commissioner Taylor sets sights on West Palm City Hall	https://www.mypalmbeachpost.com/news/former-cour	The Palm Beach Post	United States	165,216
25-May-2018	West Palm Beach preparing for a wet weekend	http://cbs12.com/news/local/west-palm-beach-preparin	WPEC-TV CBS12 News	United States	124,755
25-May-2018	West Palm Beach preparing for a wet weekend	http://cw34.com/news/local/west-palm-beach-preparin	CW34	United States	1,205
27-May-2018	Bahamas Paradise Announces Kids Sail Free Promo	https://www.cruiseindustrynews.com/cruise-news/190	Cruise Industry News	United States	21,861
28-May-2018	Bahamas Paradise Cruise Line Announces Kids Sail Free in June	http://www.jetsettersblog.com/blog/cruise-boats/bahan	Jetsettersblog	United States	419
30-May-2018	Accounts in Transit	http://www.odwyerpr.com/story/public/10734/2018-05-	Odwyerpr.com	United States	20,915
30-May-2018	Stuart, Florida: 12 interesting facts about Martin County's biggest city	http://ux.tcpalm.com/story/news/local/martin-county/20	TCPALM	United States	288
30-May-2018	Bunker mentality	http://www.capecodtimes.com/opinion/20180530/bunk	Cape Cod Times	United States	81,276

Total Reach	34,689,505
Mentions	468



Marine Industries Association
OF PALM BEACH COUNTY, INC.

Crosscurrents Newsletter

a monthly publication of the Marine Industries Association of Palm Beach County, Inc.

May 2018

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Flagger Bridge
New member benefit

About

Crosscurrents is published by the Marine Industries Association of Palm Beach County in an effort to provide its members with information that will educate, while enabling members to increase networking with other marine industry businesses.

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Member Anniversaries

Member Anniversaries	Years
Blueline Surf & Paddle Co.(KIM)	2
DRSA (Daniel R. Smith & Associates, Inc.)(CATHY)	27
Essentia - Natural Memory Foam Mattresses(JASON)	3
Exclusive Yacht Group(BILL)	2
Gentile Glas Holloway O'Mahoney & Associates, Inc.(GEORGE)	7
Halo Technologies, LLC.(JOHN)	2
Jupiter Outdoor Center(MAX)	2
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MMDesigns LLC(MARY)	2
Offshore Marine Electronics, Inc.(JOHN)	3
Riverwatch Marina & Boatyard(BILL)	4
Strong Recovery(TRACY)	2
Taras Oceanographic Foundation(STEFAN)	1
The Billfish Foundation(ELLEN)	1
UBS - The Smith Wealth Management Group(KYLE)	1
Visit Palm Beach - Lake Park, FL(BRIAN)	2
Whiticar Boat Works(JIM)	16

Staff Anniversary

Operations Director Alyssa Freeman is celebrating ten years with MIAPBC this month!

Dear Members,

For those of you who do not know me that well (yet), I started my journey with the MIAPBC ten years ago this month! I cannot believe how fast a decade has gone by. I graduated with my undergraduate degree in 2008 (communication major and PR minor for those interested) and one week later was driving down to Florida from Michigan to start the next chapter in my life. I am very close with my family, so it was hard leaving them all behind. Luckily, we live in paradise so they visit pretty often. At the time, I was engaged to my now husband. We got married in May of 2010. He came along for the ride and left all his family behind in Michigan, too. Now we have two daughters together (one just 6 weeks old). I never thought I would stay in Florida this long, but now I can't really see ever leaving. I have learned so much while here. Thanks to MIAPBC I was able to complete my graduate degree (MBA) last November. You have become my second family and I am so thankful to have made so many lasting relationships over the years.



Much love,

Alyssa

AHOY! Welcome New Members

AccuDock

Rebecca Taylor
1790 SW 13th Court, Pompano Beach, FL 33069
Office: 954-785-7557
Email: rebecca@accudock.com
Website: www.accudock.com

AccuDock is a global leader in the design and manufacturing of floating docks and gangways for all market segments. Our team strives to provide each customer with an exceptional experience and the highest quality product. With an extensive product line and the ability to customize your design there is something for everyone. AccuDock is a Family owned company and all products are made in the USA.

AMG Insurance International

319 Clematis Street, #205, West Palm Beach, FL 33401
Office: 772-742-2401
Email: kerry@amginsuranceintl.com
Website: www.amginsuranceintl.com

Fishing for Families in Need, Inc.

Nicholas Metropoulos
Office: 561-405-5576
Email: info@f4fn.org
Website: www.f4fn.org

To use the sport of fishing as a mechanism to immerse and educate socio-economically disadvantaged children about their local marine environment; while also working with fishing tournaments to collect and clean already caught fish to be served at soup kitchens.

Marine Services of Palm Beach

March Blankinship
2339 Idlewild Road, Palm Beach Garden, FL 33410
Office: 561-402-2432
Email: captmarcb@gmail.com

Mobile marine repairs of vessels, Cat, D.D.,cummins, Yanmar, Generator systems, Electrical a/c and d/c systems. Captain services, north and south america, owner rep. for delivery and repair

Alyssa Freeman
Operations Director
Stephanie Brown
Administrative Assistant

Contact Info

1208 US Highway One
Suite B
North Palm Beach, FL 33408

P.O. Box 10576
Riviera Beach, FL 33419

(561) 863-0012

mia@marinepbc.org
www.marinepbc.org

Join Our List

[Join Our Mailing List!](#)

services.

Let us know if you would like to be our featured member in our next, or upcoming, newsletter. It's easy, and it's a great way to promote yourself (and your business) to other members who may not know you yet. Email Alyssa at alyssa@marinepbc.org for the form.

AHOY! Welcome New Captain Members

[Click Here to Join Now!](#)

Members save more than **\$4,000** in discounts for fuel, dockage, maintenance, accessories, and more!



Your membership supports the local marine industry and ensures up-to-date information on local boating issues as the MIAPBC works to protect boaters' interests.

Benefits of your Captain Membership include:

- Exclusive VIP event invitations such as the Palm Beach International Boat Show Kickoff Party and the Palm Beach Holiday Boat Parade VIP Party
- Monthly e-newsletter
- Local marine news, fishing reports, and more via BoatingSouthFlorida.com
- Custom burgee/flag
- Membership decal

Exercise YOUR right to boat!

Contact us:

Phone: (561) 863-0012
Email: info@marinepbc.org
Website: BoatingSouthFlorida.com
Facebook: [facebook.com/BoatingSouthFlorida](https://www.facebook.com/BoatingSouthFlorida)
Twitter & Instagram: @MIAPBC



Marine Industries Association of Palm Beach County | 1208 U.S. Highway 1, Suite B | North Palm Beach, FL 33408

June Marine Mingle

Save the Date!

Please join us for a Marine Mingle hosted by Sailfish Marina. There will be complimentary hors d'oeuvres and a cash bar.

Tuesday, June 26th

6 PM - 8 PM

98 Lake Dr, Singer Island, FL 33404

Members: Free
Non-members: \$10



[Register Here](#)

Check Presentations



From left to right: Alyssa Freeman, Stephanie Brown, Bruce Grout, George Gentile, Michael Kennedy and Rich Brochu.

The Marine Industries Association of Palm Beach County is proud to be a continuous sponsor of the Florida Fishing Academy. A portion of the donations is used to help fund the Mobile Marine Lab, a 40-foot-by-20-foot trailer outfitted with a live-animal touch tank, augmented virtual-reality sandbox, demo of Palm Beach County's watershed, and so much more.



From left to right: Chuck Collins, Tom Twyford, and Michael Kennedy.

The Marine Industries Association of Palm Beach County proudly supports the West Palm Beach Fishing Club and Palm Beach County Fishing Foundation. Funds will be used to support Kids Fishing Days and the KDW Classic fishing tournament. Funding was made possible by the Palm Beach International Boat Show, including the Bennett Auto Supply ticket promotions and the efforts from MIAPBC and Show Management/Informa Exhibitions.

Port of Palm Beach celebrates new cruise ship

WPBF 25

The Grand Classica is now the Bahamas Paradise Cruise Line.

The Port of Palm Beach celebrated the arrival of a new cruise ship last month.

The Grand Classica is now the Bahamas Paradise Cruise Line's second boat traveling from the Port of Palm Beach to the Bahamas.

"We just doubled our capacity," said O'Neil Khosa, CEO of Bahamas Paradise Cruise Line.

Khosa said he now expects the two cruise ships to carry up to 500,000 passengers to and from the Bahamas.

"Obviously doubling the passenger count means a lot of contribution to the local economy," Khosa said.

He also believes it will help boost the tourism industry on the island.

Junior Achievement Save the Date



Ladies Lets Go Fishing

"Ladies, Let's Go Fishing!" Hosts Mother's Day Palm Beach County Surf Fishing Clinic May 12

May 12, 2018: Ladies, Let's Go Fishing will host a Palm Beach County surf fishing clinic on the beach, conducted by Pompano Rich Vidulich from 7:30 a.m. to noon at Loggerhead Park 14200 US-1, Juno Beach, FL 33408. The event is held to celebrate Mother's Day weekend to encourage mothers and daughters to fish together. The event includes more than four hours of hands-on instruction and fishing on the beach. Anglers can learn the most effective techniques for catching and releasing fish found along the beaches such as pompano, whiting, croaker, bluefish, Spanish mackerel, black drum, flounder and more. Demo rods will be provided or anglers can bring their own surf casting rods.

Registration is \$55 and participants receive \$20 worth of items. Women are welcome to register male guests and teens. Participants should register in advance as the class is limited. Proceeds benefit the nonprofit Ladies Let's Go Fishing Foundation.

Other 2018 LLLG events include:
 April 27-29 South Florida Saltwater Weekend Seminar
 May 12 Palm Beach Surf Fishing Seminar
 June 22-23 Keys Fishing Learning on the Water
 Oct.19-21 Keys Saltwater Weekend Seminar

Information and registration: www.ladiesletsgefishing.com, email info@ladiesletsgefishing.com, phone 954-475-9068.



PALM BEACH COUNTY KDW CLASSIC SET FOR JUNE 1st & 2nd

The 16th annual Palm Beach County KDW Classic, one of Florida's largest fishing tournaments, returns to the Riviera Beach Marina Village on June 1st & 2nd. The popular contest hosted by the venerable West Palm Beach Fishing Club (WPBFC) routinely attracts over 200 boats and nearly 1,000 anglers. The KDW Classic is a family & friends oriented event, offering a wide range of prizes for adults and kids. A total of \$34,000 in cash awards will be presented to anglers catching the heaviest kingfish, dolphin and wahoo, and to the top ten Junior anglers. A total of 40 cash awards in all. An additional \$30,000 in raffle items and other tournament prizes will be up for grabs. The Marine Industries Association of Palm Beach County has been the KDW Classic's presenting sponsor since the beginning. Numerous other sponsors participate in the event by underwriting cash awards and providing tournament prizes.

Broad based support from sponsors, a great value to anglers, fun entertainment and an ongoing commitment to



give something back to the community are why the KDW Classic has developed such a loyal following. Tournament proceeds support a variety of local initiatives including educational scholarships, artificial reef construction, mangrove plantings and youth fishing programs produced by the Fishing Club's charitable affiliate, the Palm Beach County Fishing Foundation.

The tournament entry fee is \$225 per boat by May 18th and \$300 after May 19th (WPBFC members and sponsor marina tenants qualify for an early entry discount). Tournament entry includes two awards dinner tickets, two short-sleeve tournament t-shirts and entry into multiple prize drawings. The first 200 boats to register

receive an awesome KDW Classic bucket filled with sponsor swag. The general public is invited to attend the event and to take part in the fun by watching the tournament weigh-in on the Riviera Beach Marina waterfront. Free prize giveaways will be distributed to those guessing the weight of fish coming to the scale. The weigh station, located on the north end of the marina bulkhead, opens at 12 noon and closes at 4pm on Saturday, June 2nd. For additional information call the WPBFC at (561) 832-6780 or visit www.kdwclassic.com.



Now Hiring: North Palm Beach Marina

North Palm Beach Marina Seeking F/T Dock Attendant

Enjoy boating, people and being near the water? Here is a great opportunity for you! Local 5-Star state-of-the-art marina facility in North Palm Beach is looking for a full time dock agent. Hourly pay rate based on experience. Great benefits. General boating knowledge and outgoing personality a must. Must have transportation. Drug Free work place. Background check. Please submit resume to Jim Nester, Marina Manager North Palm Beach Marina (No phone calls please) jnester@shmarinas.com

Capt. Chris Shaffner Grows 24-hour Assistance Service for Boaters

Capt. Chris Shaffner Grows 24-hour Assistance Service for Boaters
as New Owner of TowBoatUS Fort Pierce, Vero Beach
Now operates 5 TowBoatUS locations on Florida's east coast

Captain Chris Shaffner needed a career that worked for his family. The life of a young captain running yachts in the Bahamas and Caribbean often kept him away from home. So 17 years ago he opened his first two TowBoatUS locations in Palm Beach and Jupiter that help boaters get home safely. Today, after responding to thousands of requests for on-water assistance from engine breakdowns to fuel drop offs, the father of two is the new owner of two additional TowBoatUS locations in Fort Pierce and Vero Beach. This brings Shaffner's total TowBoatUS ports to five, which are part of a network of 300 TowBoatUS locations across the country.

Shaffner said he would bring in all new TowBoatUS response vessels, equipment, and crew as he expands his operation. "I have a great crew that has been with me a very long time, and without them, we could not grow and add these two new locations. I'm looking forward to providing the best service and helping the boating community."

After opening his first two ports, Shaffner added TowBoatUS Boynton Beach in 2010. Said in his self-deprecating style: "I'm really not good at anything else, so I've stayed with what I know - getting boaters home and making their day get a lot better. There's a lot of open water between inlets, along with the Intracoastal Waterway and shipping channel. Groundings are common." Nationwide, TowBoatUS responds to more than 70,000 requests per year for on-water help, including tows back to ramps or marinas, fuel drop offs, soft ungroundings and battery jumps.

Shaffner's response vessels, located in Fort Pierce at Harbortown Marina and the North Causeway Bridge in Vero Beach, have red hulls and the bright white TowBoatUS logos on their sides. The boats are rigged for towing, jump-starts, fuel delivery and soft ungroundings.

Boaters can reach any of Shaffner's TowBoatUS ports by hailing on VHF channel 16, by calling the company directly at 772-465-0709, by phoning the BoatUS toll-free 24/7 Dispatch Center at 800-391-4869, or via smartphone using the new BoatUS App. More information can be found at www.BoatUS.com/Towing, or call 800-888-4869.

What's wrong with the Flagler Bridge? DOT brings in experts to examine malfunctions

Ian Cohen
Palm Beach Post

Palm Beach mayor says there's a "dire need for a dependable and operable bridge. The voices are getting louder and angrier."



After the Flagler Memorial Bridge malfunctioned at least five times within the last five weeks, the Florida Department of Transportation has brought in experts to perform an independent review of the bridge.

The experts began inspecting the bridge on Tuesday, spokesperson Angel Streeter Gardner said, and will try to prevent future malfunctions. Gardner said the inspection is expected to be completed by the end of this week.

"Their analysis should provide some direction on what adjustments are needed to ensure the new bridge operates reliably," Gardner said in an email.

The new Flagler Bridge has experienced problems dating back to a few months after it officially opened in July. Malfunctions have been reported since at least December, causing cars to turn around and find other routes across the Intracoastal Waterway. The malfunctions have closed the bridge anywhere from a few minutes to a few hours.

Gardner said the contractor for the Flagler Bridge project, PCL construction, has identified "mechanical and electrical irregularities," causing the bridge to be misaligned and preventing it from being lowered.

The most recent malfunctions happened Friday and April 20, when officials closed the bridge to traffic for about an hour each. The bridge also malfunctioned two days in a row on March 26 and 27, forcing cars sitting in the westbound lane to turn around and drive east.

Mayor Gail Coniglio said she - along with the town - has been frustrated with the bridge's recent malfunctions, and said she has spoken with the governor's office and the deputy secretary of transportation about fixing the problem.

"(There is) a dire need for a dependable and operable bridge," Coniglio said. "The voices are getting louder and angrier."

She said the Town Council will be discussing the malfunctions at its meeting May 8 and will hear a presentation from a DOT representative.

The Flagler Bridge was a multi-million dollar project that took five years to build with the intention of lasting 75 years, but has often experienced problems.

In January, the bridge experienced issues with a breaker on the southeast leaf, which prevented the bridge from fully closing. Gardner said the issue with the breaker was fixed and is unrelated to the bridge's recent malfunctions.

NEW! 401 K Member Benefit Program

A Next Generation 401(k)

Marine Industries Association Retirement Solution

The Marine Industries Association of Palm Beach County, Inc. (MIAPBC) is a not-for-profit organization created to promote and protect the sound growth of the marine industry in Palm Beach County for the benefit and education of its members, the community, and the environment.

Marine Industries Association has teamed with TAG Resources, LLC, and retirement heavyweights, Transamerica and Envestnet Retirement Solutions to power the **Marine Industries Association Retirement Solution**, an improved 401(k) with advanced technology for today's retirement needs – helping you make the most of your own 401(k).

Click for video or go to tagresources.com/tag-animated-video



Key Benefits of the Marine Industries Association Retirement Solution

Pay Reasonable Costs: Because the Marine Industries Association Retirement Solution is built on an "aggregated" model – your company gains the advantages of economies of scale in pricing.

Ease of Administration: TAG Resources performs 99% of the administrative duties required for a company to offer a 401(k) to its employees. This removes the administrative burden from company employees and executives so you can focus on what's most important — running your business.

Well known and Substantial Providers: TAG is the largest "end to end" aggregate provider of 401(k) services in America. TAG partners with Transamerica as Recordkeeper, with \$245 billion in assets serviced as of Dec. 2016, and with Envestnet Retirement Solutions as the Investment Manager, with over \$30 billion in assets under advisement as of September 30, 2017, which includes assets in 3(21) and 3(38) plans.

Fiduciary Liability Protection: This retirement plan allows a company to shift its fiduciary duties to the greatest extent permitted by law providing a company fiduciary support to mitigate defined legal obligations and responsibilities. This commitment by TAG Resources, provides confidence that your fiduciary obligations are being met. Regardless of the service provider's responsibilities as plan fiduciary, the employer still remains a fiduciary with all defined legal obligations and responsibilities.

Consistent Compliance: Historically, more than 67% of all 401(k) plans failed its Department of Labor random audit. * However, plans administered as directed by TAG Resources have never failed an audit. TAG is your 401(k) Support Team, signs the Form 5500, and ensures each plan is consistently in compliance with the DOL and IRS regulations. If you are out of compliance, TAG is out of compliance – and that has not happened in TAG's 15+ years of operation.

* United States Department of Labor statistics from review period of 2015

Lisa Samuels
Financial Advisor
(561) 244-4903
lisasamuels@envestnet.com

Kelly Spencer
Registered Representative
(561) 244-4897

Envestnet Financial Group
2100 N.W. 10th, Suite 100
Palm Beach Gardens, FL 33410

Click to learn more about
the Retirement Solution
marineindustries.tagresources.com

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America's Boating Club Since 1914...

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Palm Beach Sail & Power Squadron

1125 Old Dixie Hwy • Lake Park, Florida 33403 • 561 594-8220 • wce99@comcast.net

WWW.PALMBEACHSPS.ORG **Member MIAPBC**

From: MARY JACOBS
To: [Aidy Alonzo](#)
Subject: Thank you!!!
Date: Tuesday, May 22, 2018 2:57:30 PM

Good afternoon Carl and Aidy,

Thank you for hosting our Austrian visitors last week! They were very impressed and really enjoyed being able to travel throughout the port. What an incredible experience for them.

You were both so welcoming and informative. The presentation was great for new and old (me) visitors. I will work on connecting you with our Career Development Office so they can arrange a visit or two with our undergraduate students.

Again, thank you for your time and hospitality!!!

Mary Jacobs

Palm Beach Atlantic University

www.pba.edu

561-803-2025



May 25, 2018

Aidy Alonzo
One East 11th Street, Suite 600
Riveria Beach, FL 33404

Dear Ms. Alonzo:

We are so very grateful that you graciously hosted our guests from Salzburg, Austria. Thank you for making the time to meet and talk with them. In addition to the time spent during their visit, I know you also had to spend time in the planning and preparation for their visit. We sincerely appreciate that investment in our visitors.

They truly enjoyed their time at Port of Palm Beach. It was interesting for them to see the business, cultural, and social impacts of each business they visited in the week that they were here. Thank you for making their visit educational and beneficial.

Sincerely,



Leslie Turner
Dean, Rinker School of Business



HISTORICAL SOCIETY
of PALM BEACH COUNTY



May 23, 2018

Ms. Aidy Alonzo
Port of Palm Beach
One East 11th Street, #600
Riviera Beach, FL 33404

Dear Ms. Alonzo,

On behalf of the Board of Governors, thank you for your donation of \$100.00 in support of the Historical Society of Palm Beach County's ongoing work. We sincerely appreciate your support.

As a patron of the Historical Society of Palm Beach County, you are our partners in the fulfillment of our mission to collect, preserve, and share our county's rich history and cultural heritage.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. W. Johnson".

Jeremy W. Johnson, CAE
President and CEO

THIS LETTER WILL SERVE AS YOUR RECEIPT AND CONFIRMS THAT THE HISTORICAL SOCIETY PALM BEACH COUNTY HAS PROVIDED NO GOODS OR SERVICES IN EXCHANGE FOR YOUR GIFT. A COPY OF THE OFFICIAL REGISTRATION (#CH8744) AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE OF FLORIDA. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.



**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM E-9**

PREPARED BY: Jarra Kaczwarra Sr. Director of Business Development June 14, 2018
Jackelin Machado Marketing Analyst

SUBJECT: Community Grants

BACKGROUND INFORMATION: The following items are presented for approval and/or ratification:

Donations/Sponsorships

None

Community Grant Tickets/Events

Urban League of Palm Beach County 44th Annual Equal Opportunity Luncheon May 30, 2018
(2 tickets at \$150.00 each)

These organizations have a completed W-9 on file and Port Staff have verified that they have the 501(c)(3) designation.

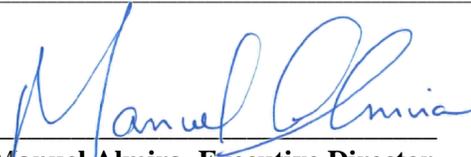
ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: These items are funded from the FY18 Operating Budget – Community Grants Line

RECOMMENDATION:

The Board is respectfully requested to ratify the purchase of two tickets to attend the 44th Annual Equal Opportunity Luncheon hosted by Urban League of Palm Beach County.

Respectfully Submitted By



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred to: _____
Incorporated into Minutes: _____

Motion by: _____
Seconded by: _____
Unanimous: Yes _____ No _____
By: _____

SAVE THE DATE

44TH ANNUAL EQUAL OPPORTUNITY DAY LUNCHEON
WEDNESDAY, MAY 30, 2018, COHEN PAVILION AT KRAVIS CENTER

Keynote Speaker
MARC H. MORIAL



President & CEO
National Urban League



**Office
DEPOT**



The Palm Beach Post



To purchase a table or tickets Call 561-833-1461 Ext. 3002

CLICK HERE TO REGISTER NOW

**Community Grant Program Budget
Allocation of Funds
FY 2018**

Requestor (Organization)	Commission Member	Request Date	BJC	JLE	KMW	PWM	WMR	Donation(D), Sponsorship (SS)or Tickets (TKS)	Total	Approval/Ratification Date	Payment Method: Check (CK) Credit Card (CC)	Processing Date
			\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00					
CACFI Student Assistance Scholarship Program		8/28/2017	\$ -	\$ -	\$ -	\$ -	\$ 500.00	D	\$ 500.00	Oct-17	CK	10/25/2017
Children's Home Society		8/28/2017	\$ -	\$ -	\$ -	\$ -	\$ 250.00	D	\$ 250.00	Oct-17	CK	12/18/2017
Gamma Zeta Sigma Foundation		8/28/2017	\$ -	\$ -	\$ -	\$ -	\$ 250.00	D	\$ 250.00	Oct-17	CK	12/18/2017
Ivy Educational Foundation		8/28/2017	\$ -	\$ -	\$ -	\$ -	\$ 150.00	D	\$ 150.00	Oct-17	CK	12/18/2017
Jack and Jill Foundation		8/28/2017	\$ -	\$ -	\$ -	\$ -	\$ 200.00	D	\$ 200.00	Oct-17	CK	12/18/2017
Urban League of PBC		8/28/2017	\$ -	\$ -	\$ -	\$ -	\$ 150.00	D	\$ 150.00	Oct-17	CK	12/18/2017
Youth Recreation Association		8/23/2017	\$ -	\$ -	\$ -	\$ -	\$ 200.00	D	\$ 200.00	Oct-17	CK	10/25/2017
Dr. Mary McLeod Bethune Elementary		10/27/2017	\$ 100.00	\$ -	\$ 300.00	\$ 100.00	\$ -	D	\$ 500.00	Nov-17	CK	11/17/2017
Operation Hope, Inc.		11/7/2017	\$ 100.00	\$ 300.00	\$ -	\$ 100.00	\$ -	D	\$ 500.00	Nov-17	CK	11/17/2017
United Way		11/7/2017	\$ -	\$ -	\$ 500.00	\$ -	\$ -	D	\$ 500.00	Nov-17	CK	11/17/2017
For the Children First (FTC)		11/18/2017	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	CK	-
Northboro Elementary Montessori Magnet		11/1/2017	\$ 100.00	\$ -	\$ -	\$ -	\$ 150.00	D	\$ 250.00	Dec-17	CK	12/22/2017
South Florida Hunger Coalition		11/15/2017	\$ 100.00	\$ -	\$ 400.00	\$ -	\$ -	D	\$ 500.00	Dec-17	CK	12/22/2017
The Children's Coalition, Inc.		11/18/2017	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ 105.00	D	\$ 305.00	Dec-17	CK	12/22/2017
The Guatemalan-Maya Center, Inc.		11/15/107	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	D	\$ 200.00	Dec-17	CK	12/22/2017
Holy Ground PBC (A Shower for Shelter)		11/28/2017	\$ -	\$ 200.00	\$ -	\$ -	\$ -	TKTS	\$ 200.00	Dec-17	CK	12/22/2017
MLK, Jr. Coordinating Committee- WPB (MLK Scholarship Breakfast		12/19/2017	\$ -	\$ 90.00	\$ -	\$ 45.00	\$ 45.00	TKTS	\$ 180.00	Dec-17	CK	12/22/2017
Operation's Hope (18th Annual Appreciation Banquet)		11/28/2017	\$ -	\$ 50.00	\$ -	\$ -	\$ -	TKTS	\$ 50.00	Dec-17	CK	12/22/2017
Haiti Cholera Research Finding Foundation Inc		12/18/2017	\$ 100.00	\$ 100.00	\$ 100.00	\$ -	\$ -	D	\$ 300.00	Jan-18	CK	1/19/2018
St. John Fisher Catholic Church		1/8/2018	\$ 300.00	\$ -	\$ -	\$ -	\$ -	D	\$ 300.00	Jan-18	CK	1/19/2018
Bethune Cookman University Alumni Association		1/10/2018	\$ -	\$ 130.00	\$ -	\$ -	\$ -	TKTS	\$ 130.00	Feb-18	CK	2/22/2018
Wild Dolphin Project Inc.		1/18/2018	\$ -	\$ -	\$ 100.00	\$ -	\$ -	D	\$ 100.00	Feb-18	CK	2/22/2018
Law Enforcement Assistance Foundation L.E.A.F.		2/21/2018	\$ 200.00	\$ -	\$ -	\$ -	\$ -	SS	\$ 200.00	Mar-18	CK	3/16/2018
O.J. Anderson Scholarship		2/26/2018	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	D	\$ 200.00	Mar-18	CK	3/16/2018
Planned Parenthood of SE and N Florida		2/26/2028	\$ -	\$ 150.00	\$ -	\$ -	\$ -	TKTS	\$ 150.00	Mar-18	CK	2/26/2018
Sickle Cell Foundation of Palm Beach County and Treasure Coast, I		2/27/2018	\$ -	\$ 130.00	\$ -	\$ -	\$ -	TKTS	\$ 130.00	Mar-18	CK	2/27/2028
The Historical Society of Palm Beach County		3/7/2018	\$ -	\$ -	\$ 100.00	\$ -	\$ -	D	\$ 100.00	Apr-18	CK	4/20/2018
Suncoast Community High School		3/14/2018	\$ -	\$ 100.00	\$ -	\$ 100.00	\$ -	D	\$ 200.00	Apr-18	CK	4/20/2018
Urban League of PBC		5/8/2018	\$ -	\$ 300.00	\$ -	\$ -	\$ -	TKTS	\$ 300.00	Jun-18	CC	5/8/2018
BALANCE			\$ 700.00	\$ 450.00	\$ 200.00	\$ 1,655.00	\$ -					

* Board members may use community grant event money for application recommendations should they not plan on attending any community grant events during a specific round of funding.

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**NEW BUSINESS
ITEM E-10**

PREPARED BY: Ken Hern Sr. Director Operations/Security June 14, 2018

SUBJECT: **RFP Cleaning Services**
 • Award of Contract

BACKGROUND:

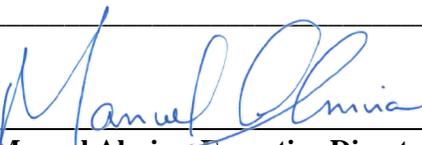
With the approval of Port Commissioners, at the April 2018 meeting, Port Staff advertised and received proposals for cleaning services and supplies. Port Staff's evaluation of the proposals were conducted by the accounting, operations and facilities departments finding "Overtime Building Maintenance" as the highest ranked firm to meet the needs of the Port.

FINANCIAL IMPACT: This service is funded from the FY18 Operating Budget

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X _____

RECOMMENDATIONS: Port staff respectfully requests the Board of Commissioners to approve the award to Overtime Building Maintenance and authorize the Executive Director to finalize expenses & cost, to include the execution of the contract.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

OT



Overtime Building Maintenance, Inc
Proposal: Port of Palm Beach District

Overtime Building Maintenance, Inc

1335 Okeechobee Road, Suite 500

West Palm Beach, Fl 33401

561.659.9791

RFP Cleaning and Service Supplies # 04-2018-2

Company Information

Company Name: Overtime Building Maintenance Inc.

Address: 1335 Okeechobee Rd, Ste 500

West Palm Beach, Fl 33401

Key Contact:Chrisanne Finnerty

Phone: (561) 659-9791

Cell: (561) 248-5923

Email: Office@otbuildingmaintenance.com

Completed by: Chrisanne Finnerty

Overtime Building Maintenance Inc

1335 Okeechobee Road • Suite 500 • West Palm Beach, Florida 33401
T: (561) 659 – 9791 • F: (561) 659 – 9789

Port of Palm Beach District
Maritime Office Complex
6th Floor
One East 11th Street
Riviera Beach, Florida 33404

RE: Introduction Letter

We have received the bid documents, specifications, and toured the facilities requested to be serviced on April 19th, 2018. We have a clear understanding of the scope of work as it pertains to The Port of Palm Beach District. We are located on Okeechobee Road, in West Palm Beach, with-in 8 miles of the Port. This allows a logistical advantage to respond to and handle any call out emergency. We are prepared to take immediate action for prompt resolution of any issues. We understand the urgent nature of addressing problems and handling requests expeditiously.

Overtime Building Maintenance Inc. was born from Overtime Services Inc. and was established as a woman-owned-business to effectively pursue minority contracts. Overtime Building Maintenance Inc was incorporated in March of 2011. Overtime Services was incorporated in January of 1992.

Our experience serving Palm Beach, Broward and Dade county is in its twenty seventh year in the janitorial business. We currently employ 32 full time employees and over 98 part time employees. We have successfully serviced multi-facility buildings such as The City of Delray Beach for 15 years. Most corresponding in our portfolio to the RFP 2018 of Port of Palm Beach District are our facilities with day/night cleaners in heavily trafficked areas inclusive of comprehensive floor maintenance schedules. We also serve facilities that include medical, school campuses, retail and community centers. Some require our services for the dining areas and fitness facilities. Our primary models are class "A" office buildings. We realized the quality of our janitorial services is imperative for retaining a strong customer base and long-lasting client relationships.

Chrisanne Finnerty will be the person responsible for this project, with 27 years of experience as our head of operations.

Sincerely,



Chrisanne Finnerty
President
Overtime Building Maintenance Inc

Proposal Contents

- Attachment 1 Price Proposal Form Pages 5-6
- Attachment 2 Narrative Statement Pages 7-9
- Attachment 3 Specific References Pages 10-11
- Attachment 4 List of Management Personnel Page 12
- Attachment 5 Sworn Statement of Contractor Pages 13-14
- Attachment 6 Addendums & Exhibits Page 15
 - Addendum # 1
 - Addendum # 2
 - Addendum # 3
 - Addendum # 4
 - Addendum # 5
 - Exhibit A
 - Exhibit B
 - Exhibit C
 - Exhibit D

- Attachment 7 Company Profile Page 16-31
 - Insurance Certificates

**ATTACHMENT 1
PRICE PROPOSAL FORM**

Instructions to Proposer: Proposer must complete Tables 1 and 2 below by entering their proposed pricing information as specified in each table. Expenses related to day-to-day performance under the contract, including but not limited to, travel, lodging, meals, materials, and incidentals will not be reimbursed to the Proposer. Proposer's response to the Price Proposal Form must include these costs.

Table 1: Monthly Cost for Cleaning Services and Supplies: Pricing will include all requirements specified in Appendix A, Scope of Work and Specifications, and all terms, conditions, and requirements of the Solicitation Documents. Proposer is to provide the following:

- A. Monthly service cost for the Contractor to complete the Cleaning service requirements specified in Exhibit A.
- B. Monthly cleaning Supply cost for the District, to include all costs for supplies as listed in the Required Cleaning Supplies document (Exhibit A - Supplemental).
- C. Total monthly cost to complete and provide all services and supplies at the District. This will be a sum of the costs provided in Columns B and C.

Having carefully examined all requirements and terms and conditions identified in RFP 04-2018-2, I/we propose the following pricing to perform all work necessary to complete and provide the Cleaning Services and Supplies required by District:

District Facility	A	B	C
	Monthly Service Cost (p/month)	Monthly Cleaning Supply Cost (p/Month)	Total Monthly Cost to District (sum of Columns A-B)
1. Maritime Office Complex	\$ 8,970	\$ 2,913	\$ 11,883 ^{total}
2. Cruise Terminal	\$ 5,980	\$ 1,700	\$ 7,680 total
3. South Gate Warehouse	\$ 1,495	\$ 243	\$ 1,738 total
TOTAL Monthly Cost to District: For Cleaning Services and Supplies as stated in this RFP (Sum of "Total Monthly Cost to District" for Items 1-3 above)			\$ 21,301 total

Table 2: As Needed Services: Proposer is instructed to provide their Not-to-Exceed (NTE) hourly rate for additional as needed Cleaning Services other than those described in RFP 04-2018-2:

Description	NTE Hourly Rate
Not-to-Exceed (NTE) Hourly Rate for additional as needed Cleaning Services	\$ 17.25 p/hour

Proposal Submitted By:

Company: Overtime Building Maintenance Inc.

By: Chrisanne Finnerty Title: President

Chrisanne Finnerty
Printed Name of Signer: Chrisanne Finnerty

Address: 1335 Okeechobee Road, suite 500, West Palm Beach, FL 33401

Phone Number: 561-659-9791 E-mail: office@otbuildingmaintenance.com

Proposal Price Listing Floor Maintenance Services
Exhibit A
5.4 Floor Maintenance Services

Bid- Floor Maintenance Services

- A. The contractor shall supply the equipment and personnel to scrub, rinse and wax (5 coats) the floors of the cruise terminal and associated passenger processing areas. This shall occur three times per year. The Port of Palm Beach District will supply the cleaning chemicals and wax. The floors maintenance shall only be completed during non-cruise hours, (typically 6pm to 8am). See attached area diagram.

\$9,390 per event x 3 events = \$28,170

- B. The contractor shall supply the equipment and personnel to strip, scrub, rinse and wax (5 coats) the floors of the cruise terminal and associated passenger processing areas. This shall occur one time per year. The Port of Palm Beach District will supply the cleaning chemicals and wax. The floors maintenance shall only be completed during non-cruise hours, (typically 6pm to 8am).

\$16,433 per event x 1 event+ \$16,433

Bid- Floor Maintenance Services
(The Total annual cost of line A-B)

\$ 44,603

Forty four thousand, six hundred and three dollars

Attachment2/Narrative

Q: Experience in providing services of the general nature and the variety of services available through the offeror. This must demonstrate the offers qualification and recent related experience.

Over the past twenty 27 years in the janitorial business our service experience is broad and has included Municipalities, Nursing Homes, Public service, Universities and Class "A" office buildings from 40,000 to 400,000 sq. ft. We have had the opportunity to service a variety of different types of facilities with specific janitorial requirements ranging from \$12,000 up to \$720,000 annually. We currently service accounts in Palm Beach, Broward and Dade counties. Diversity in our client base has given us the experience to successfully and consistently deliver a well-managed team both fulfilling and exceeding our commitment to our clients. We look forward to the opportunity to bring our level of expertise to service The Port of Palm Beach District.

Five local accounts, out of our 40, most relevant to the RFP 04-2018-2, The Port of Palm Beach District, to highlight our qualifications will be considered. Each account chosen corresponds with the general nature of requested services; to maintain a healthy, clean environment where emphasis on sanitation, safety, working in heavily trafficked public areas and ensuring an aesthetically pleasant environment essential for attracting travels, as well as employees.

1. **Tropical Shipping in Riviera and Miami locations:** Multi-facility complex consisting of class "A" buildings and servicing several buildings in the Port, a highly trafficked shipyard. Day porters, night crew and comprehensive floor maintenance programs are inclusive in all facilities. We obtained a high level of security requiring TWIK Badge's presently.

Demonstration of Qualifications:

- Management and relevant crew presently have TWIK badges
- Multifacility including Class "A" to facilities servicing shipyard
- Highly trained in safety awareness and security
- Contract inclusive of day porters, night crew comprehensive floor program
- Purchasing and managing all supplies timely

2. **Thor Gallery at Beach Place** in Fort Lauderdale is a highly populated environment which pristine expectation as to cleanliness attracting travelers and local public as well in an outdoor mall consisting of restaurants and retail. We are providing day and night cleaners as well as adhering to an extensive floor maintenance schedules.

Demonstration of Qualifications:

- Delivering pristine janitorial expectations, attracting both local public and the touring public
- Adherence to comprehensive floor program
- Purchasing and managing all supplies timely

3. **Hospice of the Palm Beaches:** Our longest standing account 18 years, Hospice of the Palm Beaches is a medical facility requiring a high-level cleaning, with strict adherence to sanitation due

to the nature of the patient areas meeting OSHA and JACO requirements. We provide day, night 7 day per week janitorial services and floor maintenance.

Demonstration of Qualifications:

- Longevity
- 7 day per week services
- Strict adherence to sanitation requirements
- compliance with agencies OSHA and JACHO

4. **The City of Delray Beach**: Successfully serviced the municipality for 15 years. Our company worked closely with facility directors implementing floor schedules, green cleaning, participated in studies and implemented change with environmental sustainable programs impacting the ratios of recyclable/ non-recyclable among City employees.

Demonstration of Qualifications:

- Longevity of Contract
- Excellent communication with Facility Directors and delivery of municipalities contract
- Facilitated successful change regarding environmentally sustainable methods with municipality
- Multi- facility service of municipality
 - Purchasing and managing all supplies timely

5. **Keiser University** in West Palm Beach is a University where we provide day and night janitorial services in highly populated University environment and maintaining a regular floor maintenance schedule.

Demonstration of Qualifications:

- Contract inclusive of day porters, night crew comprehensive floor program
- Purchasing and managing all supplies
- Adaptable scheduling and excellent skills working in and around the highly populated environment

Q: Management, Supervisory and Staff experience

- Our systems coordinating office and field management have been evolving upward for 27 years incorporating new technologies for executing efficient communication and delivery to our clients quickly servicing request and addressing issues proficiently.
- Our Operation Manager assigned to this location has over 13 years' experience and 10 years with our company. He has managed numerous account installation and ongoing management of accounts including the 4 previously mentioned. Originally hired as a Floor Technician, his intense commitment to the company and exceptional work ethic lead to promotions within the company. Today, he serves as the Operations Manager for the entire company and is an essential component in the fluid, day-to-day operations of OTBM. He is highly skilled and oversees the schedules and training of the employees, account installation and quality control.

resources, all bookkeeping is reviewed by our accounting specialist of 27 years between Overtime Building Maintenance and our former sister company Overtime Services Inc.

- Operation Manager Assistant, assistant all aspects of operations with focus on inspection, risk management and training and has with over 5 years in our company.

Q: Specific plans for meeting the service requirements of the District

We are an equal opportunity employer and will extend the invitation for continued employment for current crew members. Our hiring and training and safety process can be found on pages 16-30 of our company information.

Our Project Manager will be responsible for the overall management and coordination of the contract. Our onsite Supervisor will be trained with the specifications, safety and emergency procedures, operations and competent to train, manage and direct all crew members

A review of the process and procedure in place will be reviewed in conjunction with the advice of the acting Port Facility Manager. Areas of concern will be identified: High safety risk areas, fluctuating traffic flow and volume of travels, areas easily neglected, supply storage and timeliness of delivery.

Operations Management will continually conduct onsite training with supervisor and staff. The site supervisor will work with the operations manager staffing, supply inventory and ordering, maintaining and inspection of equipment, risk management and inspections. Operations Manager will be responsible for reporting and recommending and implementing adjustments to further qualify sustainable service.

Operation Manager will be in regular communication with Port staff to report pertinent information, emergency request, walk through's. Note: Upon account installation, daily presence of operation manager is implemented gradually tapering off as proficiencies are met. Operation Manager will be available at all times between regularly scheduled walk through and inspections.

Floor maintenance program: Floor to be completed 4 times per year between the hours of 6pm and 7am estimated to complete with-in a two-week period per occurrence. Work to be managed by our Operation Manager and 3-4 well trained floor technicians.

Q: A brief statement as to why the Offeror is best qualified to perform the required services

We have extensive janitorial experience of 27 years specific to the janitorial requirements of the Port of Palm Beach District and have a large portfolio as well as our office of operation within 6 miles of the Port. We are a 100% Woman Owned and operated Business (certificate in progress) contributing to 12% M/WBE goals of the Port of Palm Beach District. We are an Equal Opportunity Employer with high retention rate offering an invitation to current employees of the Port for continued employment. Our employees to service the Port once contract is assigned currently have TWIK badges.

Q: Locations of all operations in Palm Beach County. Other pertinent data deemed valuable during the evaluation.

Home Office: 1335 Okeechobee Rd Suite 500, WPB. We also operate in 25 locations all around Palm Beach County.

Attachment 3 / References

Tropical Shipping

501 Avenue "P"
Riviera Beach, FL 33404
Tony Zerante
Senior Security and Facilities Manager
Office: 561-840-2703
Cell: 561-373-7796
07/03/2017 to present
Janitorial/ Floor Maintenance

Thor Gallery at Beach Place

17 S. Fort Lauderdale Beach Blvd. Suite 175
Fort Lauderdale, FL 33316
Michael Grosh
General Manager
Office: 954.760.9570
Contract: 9/01/2015 to present
Janitorial/ Floor Maintenance

Trust Bridge Hospice of the Palm Beaches and Boca

5300 East Ave
West Palm Beach, FL 33407
Tammy Moore
Facility Services Coordinator
Office: 561-227-5160
Contract 2/23/2000 to present
Housekeeping/janitorial/ Floor Maintenance

Keiser University

2081/2085 Vista Parkway
West Palm Beach, FL 33411
Chandra Singh
Facility Manager
Office: 954-444-5911
Contract 6/1/2013 present
Janitorial/ Floor Maintenance

The City of Delray Beach

100 NW First AVE.
Delray Beach, FL. 33444
Clayton Gilbert
Building Maintenance Superintendent
Office: 561-243-7339
Contract: 09/1999 completed 10/2015
Janitorial/ Floor Maintenance

References -Cancelled

Atrium

1645 Broken Sound
Boca Raton, FL 334
Alex Merlot
561-859-8859
Building Engineer
10/25/11 to 2/03/2018
Janitorial/ Floor Maintenance

Reason: Switched to National Company

Cushman Wakefield

3801 PGA Boulevard, Suite 104
Palm Beach Gardens, FL 33410
John Wargo
561-398-7454
Building Engineer
10/31/2013 to 3/30/2015

Reason: Switched to National Company

Attachment4 / List Management Personnel

- Name: Chrisanne Finnerty
Position Held: President

- Name: Emma Maestres
Position Held: Office Manager

- Name: Wilmer Izaguirre
Position Held: Operations Manager

- Name: Glebis Ramos
Position Held: Inspections, Risk Management and Training

- Name: Carlos Perez
Position Held: Floor Maintenance Manager Assistant

- Name: Kim Keen
Position Held: Accounting Manager

ATTACHMENT 5
SWORN STATEMENT

(SECTION 287.133(3)(A)) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES)

(NOTE: THIS MUST BE COMPLETED WITHOUT ALTERATION OR QUALIFICATION
OR YOUR RESPONSE TO THE RFP WILL BE REJECTED)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn Statement is submitted to the PORT OF PALM BEACH DISTRICT ("PORT") by Overtime Building Maintenance Inc. whose business address is 1335 Okeechobee Rd. Ste 500 W.P.B. FL 33401, and (if applicable) its Federal Employer Identification Number (FEIN) is: 45-0599925. (If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn Statement: _____).

I understand that a "public entity crime" as defined in Florida Statutes §287.133(1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that a "convicted" or "conviction" as defined in Florida Statutes §287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Florida Statutes §287.133(1)(a),

Means:

- a) A predecessor or successor of a person convicted of a public entity crime: or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Florida Statutes §287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this Sworn Statement. [Indicate which statements apply.]

- (A) (No Convictions) Neither the entity submitting this Sworn Statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of this entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- (B) (Convictions) The entity submitting this Sworn Statement or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of this entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, but the entity and no such person is on the Convicted Vendor List as defined in Florida Statute §287.133. **[PORT STAFF – If this item is checked, you must consult with the District Executive Director or CFO]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PORT IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PORT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO.

Chrysanne Finnerty (Signature of person signing)
Chrysanne Finnerty (Printed name of person signing)

STATE OF FLORIDA
 COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22 day of May, 2018, by Chrysanne Finnerty, as President (Title) of Overtime Building Maintenance, Inc. a Florida S. Corp (Type of entity) on behalf of the entity. He/she is personally known to me or has produced Drivers License as identification.

SEAL

Notary Public, Commission No. FF993337
Jasmine Roman-Morales
 Name of Notary, typed, printed or stamped



ATTACHMENT 6 / ADDENDUMS AND EXHIBITS

Cleaning Services and Supplies
RFP #04-2018-2
Port of Palm Beach
1 E. 11th Street, Suite 600
Riviera Beach, FL 33404

ADDENDUM NO. 1

DATE: April 26, 2018

PREPARED BY: Port of Palm Beach District
One East 11th Street, Suite 600
Riviera Beach, Florida 33404

GENERAL:

- A. This Addendum modifies, changes from or adds to the Request for Proposals dated April 23, 2018 and shall become a part of the Proposal Documents.
- B. Proposers shall acknowledge receipt of this Addendum with their submittal. Failure to do so may be cause for disqualification of Proposer.

ADDENDUM ITEMS:

Exhibit A Description of Services

Section 3.0 Locations and Site Description:

From: The Contractor shall provide two (2) daytime cleaners (one male and one female) 7:00 AM and 3:00 PM (half hour for lunch)

To: The Contractor shall provide two (2) daytime cleaners (one male and one female) **between** 7:00 AM and 3:00 PM (half hour for lunch, **lunch breaks not to be scheduled at same time**)

From: The Contractor shall provide two (2) evening cleaners (one male and one female) between 3:00 PM and 11:00 PM (half hour for dinner)

To: The Contractor shall provide two (2) evening cleaners (one male and one female) between 3:00 PM and 11:00 PM (half hour for dinner, **dinner breaks not to be scheduled at same time**)

Section 5.0

Item 5.4 Floor Maintenance Services

From:

- A. The contractor shall supply the equipment and personnel to scrub, rinse and wax (5 coats) the floors of the cruise terminal and associated passenger processing areas. This shall occur three times per year. The Port of Palm Beach District will supply the cleaning chemicals and wax. The floors maintenance shall only be completed during non-cruise hours, (typically 6pm to 8am). See attached area diagram.
- B. The contractor shall supply the equipment and personnel to strip, scrub, rinse and wax (5 coats) the floors of the cruise terminal and associated passenger processing areas. This shall occur one time per year. The Port of Palm Beach District will supply the cleaning chemicals and wax. The floors maintenance shall only be completed during non-cruise hours, (typically 6pm to 8am).

To:

- A. The contractor shall supply the equipment and personnel to strip, scrub, rinse and wax (5 coats) the floors of the MOC (including lobby and common areas), Cruise Terminal and associated passenger processing areas and Berth 1 area. This shall occur two times per year (subject to change). The Port of Palm Beach District will supply the cleaning chemicals and wax. The floors maintenance shall only be completed during non-cruise hours, (typically 6pm to 8am).

Exhibit A – Supplemental

Add the following supplies (no preferred manufacturers), which will be used by our Facilities Department on a regular basis (delivery schedule to be determined):

- Urinal Mats
- Micro Mops 24" Scrubber, Gray
- Wet mops, Antimicrobial, Medium, Green
- Dust mops 36" Combo, Red
- Air fresh and Refills/Citrus
- Air fresh Covers
- Mop 24" Antimicrobial, Aluminum
- Mop 36" Collapsible
- Shop Rags, Cotton

Comment: (Via E-mail, April 26, 2018 3:05 PM)

I do not see any specifications for this proposal and or a date for a bid meeting

Reply:

Please see Exhibit A Description of Services for service specifications. Proposals are due on May 2, 2018 by 2:00 PM. There is no pre-proposal meeting, however you may schedule a site

visit by contacting our Facilities Director, Ken Hern, at khern@portofpalmbeach.com or 561-253-4810.

ACKNOWLEDGE RECEIPT.

Bidder acknowledges the receipt of Addendum numbers:

1. 2. _____ 3. _____ 4. _____ 5. _____

Dated this 10th day of May, 2018.

NAME OF THE PROPOSER: Overtime Building Maintenance Inc.

ADDRESS OF THE PROPOSER: 1835 Old Orchard Rd Ste 506
W.P.B. FL 33401

BY: Chosanne Finnerty / Chosanne Finnerty

TITLE: President

END OF ADDENDUM NO. 1

Cleaning Services and Supplies
RFP #04-2018-2
Port of Palm Beach
1 E. 11th Street, Suite 600
Riviera Beach, FL 33404

ADDENDUM NO. 2

DATE: April 27, 2018

PREPARED BY: Port of Palm Beach District
One East 11th Street, Suite 600
Riviera Beach, Florida 33404

GENERAL:

- A. This Addendum modifies, changes from or adds to the Request for Proposals dated April 23, 2018 and shall become a part of the Proposal Documents.
- B. Proposers shall acknowledge receipt of this Addendum with their submittal. Failure to do so may be cause for disqualification of Proposer.

ADDENDUM ITEMS:

ITEM NO. 1: PROPOSAL DUE DATE

The Proposal due date for the Cleaning Services and Supplies Request for Proposals has been extended from May 2, 2018 2:00 PM (local time) to **May 23, 2018 2:00 PM.** (local time).

ACKNOWLEDGE RECEIPT.

Bidder acknowledges the receipt of Addendum numbers:

1. _____ 2. 3. _____ 4. _____ 5. _____

Dated this 10th day of May, 2018.

NAME OF THE PROPOSER: Overturn Building Maintenance Inc.

ADDRESS OF THE PROPOSER: 1335 Okraclab Rd Ste 500
WPA FL 33401

BY: Chrosanne Finnerty / Chwan Fung

TITLE: President

END OF ADDENDUM NO. 2

Cleaning Services and Supplies
RFP #04-2018-2
Port of Palm Beach
1 E. 11th Street, Suite 600
Riviera Beach, FL 33404

ADDENDUM NO. 3

DATE: May 1, 2018

PREPARED BY: Port of Palm Beach District
One East 11th Street, Suite 600
Riviera Beach, Florida 33404

GENERAL:

- A. This Addendum modifies, changes from or adds to the Request for Proposals dated April 23, 2018 and shall become a part of the Proposal Documents.
- B. Proposers shall acknowledge receipt of this Addendum with their submittal. Failure to do so may be cause for disqualification of Proposer.

ADDENDUM ITEMS:

Comment/Question: (Via e-mail, 4/30/18, 3:59 PM)

As we are compiling our bid, we need to request the above Exhibits and Supplemental as I can not find them in the bid package.

Also, can you provide me with a copy of the public record for the existing contract and the company providing services and amounts being paid.

Response:

Both Exhibit A Description of Services and Exhibit A – Supplemental are posted, along with the RFP, on our website, www.portofpalmbeach.com, under Business Opportunities, under the corresponding RFP.

All services are currently being performed in-house.

ACKNOWLEDGE RECEIPT.

Bidder acknowledges the receipt of Addendum numbers:

1. _____ 2. _____ 3. 4. _____ 5. _____

Dated this 10th day of May, 2018.

NAME OF THE PROPOSER: Overtime Building Maintenance Inc.

ADDRESS OF THE PROPOSER: 1335 O'Keefe Rd
Wt. 8. 71 33401

BY: Chrysanne Finnerty / Chrysanne Finnerty

TITLE: President

END OF ADDENDUM NO. 3

Cleaning Services and Supplies
RFP #04-2018-2
Port of Palm Beach
1 E. 11th Street, Suite 600
Riviera Beach, FL 33404

ADDENDUM NO. 4

DATE: May 1, 2018

PREPARED BY: Port of Palm Beach District
One East 11th Street, Suite 600
Riviera Beach, Florida 33404

GENERAL:

- A. This Addendum modifies, changes from or adds to the Request for Proposals dated April 23, 2018 and shall become a part of the Proposal Documents.
- B. Proposers shall acknowledge receipt of this Addendum with their submittal. Failure to do so may be cause for disqualification of Proposer.

ADDENDUM ITEMS:

Question: (Via e-mail, 5/1/18, 11:06 AM)

Will there be a pre-bid conference or Walk-through of the area?

Response:

There will not be a pre-bid conference. To schedule a site visit, please contact our Facilities Director, Ken Hern, at khern@portofpalmbeach.com or 561-253-4810.

ACKNOWLEDGE RECEIPT.

Bidder acknowledges the receipt of Addendum numbers:

1. _____ 2. _____ 3. _____ 4. 5. _____

Dated this 10th day of May, 2018.

NAME OF THE PROPOSER: Overture Building Maintenance Inc.

ADDRESS OF THE PROPOSER: 1335 Olmsted Ave Rd Ste 500
WPA FL 33401

BY: Chrisanne Finerty / Chwan Jung
TITLE: President

END OF ADDENDUM NO. 4

Cleaning Services and Supplies
RFP #04-2018-2
Port of Palm Beach
1 E. 11th Street, Suite 600
Riviera Beach, FL 33404

ADDENDUM NO. 5

DATE: May 7, 2018

PREPARED BY: Port of Palm Beach District
One East 11th Street, Suite 600
Riviera Beach, Florida 33404

GENERAL:

- A. This Addendum modifies, changes from or adds to the Request for Proposals dated April 23, 2018 and shall become a part of the Proposal Documents.
- B. Proposers shall acknowledge receipt of this Addendum with their submittal. Failure to do so may be cause for disqualification of Proposer.

ADDENDUM ITEMS:

Item No. 1: Exhibit A – Description of Work, Section 3.0 – Locations and Site Description:

From:

The Contractor shall provide two (2) daytime cleaners (one male and one female) 7:00 AM and 3:00 PM (half hour for lunch), Monday through Sunday. The cleaners shall routinely provide the services listed below, or as requested by the Director of Facilities.

The Contractor shall provide one (2) evening cleaners (one male and one female) between 3:00 PM and 11:00 PM (half hour for dinner), Monday through Sunday. The cleaners shall routinely provide the services listed below, or as requested by the Director of Facilities.

To:

The Contractor shall provide 5 full-time cleaners and 1 part-time cleaner, for a total of 220 hours per week. This schedule is for proposal evaluations only and is subject to change based on business needs.

Item No. 2: Attachment 1, Price Proposal Form

Please add:

Total staffing for cleaning services is 220 hours per week (5 full-time and 1 part-time). Please provide proposal based on 3 full-time cleaners for the Maritime Office Complex, 2 full-time cleaners for the Cruise Terminal and 1 part-time cleaner for the South Gate Warehouse. (This schedule is for proposal evaluations only and is subject to change based on business needs.)

Comment: (Via e-mail, 5/4/18, 11:06 AM)

I could not find a pricing page.

Response:

Please see RFP Cleaning Services and Supplies No 04-2018-2, Attachment 1 Price Proposal Form, pages 8 & 9.

Comments/Questions: (Via e-mail, 5/4/18, 12:02 PM)

Comment:

Due that the Port is requesting hourly employees on both AM ad PM Shifts, please advise how many hours should be devoted to every facility on both AM and PM shifts.

Response:

Total staffing for cleaning services is 220 hours per week (5 full-time and 1 part-time). This schedule is for proposal evaluations only. Facility schedules will be determined upon award, and are subject to change based on business needs.

Comment:

Also, please provide consumption pars on the following items:

1. Toilet Paper
2. Hand Towels
3. Hand Soap
4. Toilet Seat Covers
5. Small, medium & large trash liners

Response:

Please see Exhibit A – Supplemental Required Janitorial Supplies - which lists current/estimated

annual usage totals and percentage of use, per facility.

Question:

In regards to Addendum 1, please clarify where should we include the cost for Floor Maintenance, does it has to be presented separately or does it has to be included in the same Price Proposal Form.

Response:

Please include cost for floor maintenance on a separate page.

Question:

Exhibit A Supplemental: We need consumption pars on the following Products, do they also have to be included in the Monthly cleaning supply cost by facility?

Response:

- Urinal Mats – **8/mo.**
- Micro Mops 24" Scrubber, Gray – **120/mo. (covers)**
- Wet mops, Antimicrobial, Medium, Green – **48/mo. (covers)**
- Dust mops 36" Combo, Red – **40/mo. (covers)**
- Air fresh Covers **and Refills/Citrus** – **30/mo.**
- Mop 24" Antimicrobial, Aluminum – **16/mo.**
- Mop 36" Collapsible – **16/mo.**
- Terry Shop Rags, Cotton – **2,000/mo. (towels)**

These items should be included in the Monthly cleaning supply cost for the MOC, based on percentage of use as provided in Exhibit A – Supplemental Required Janitorial Supplies.

ACKNOWLEDGE RECEIPT.

Bidder acknowledges the receipt of Addendum numbers:

1. _____ 2. _____ 3. _____ 4. _____ 5.

Dated this 10th day of May, 2018.

NAME OF THE PROPOSER: Overturn Building Maintenance Inc.

ADDRESS OF THE PROPOSER: 1335 Okemuchee Road Ste 506
WPA 71 33401

BY: Cherokee Finnerby / Clancy Lump

TITLE: President

END OF ADDENDUM NO. 5

EXHIBIT A

DESCRIPTION OF WORK

1.0 INTRODUCTION

The Port of Palm Beach District, a political subdivision of the State of Florida, created under Chapter 7082, Laws of Florida, 1915 (hereafter referred to as the "District") under this agreement, requires the Contractor to perform comprehensive Cleaning services at the Maritime Office Complex and Cruise Terminal. These services shall substantially contribute to maintaining a healthy, clean, sanitary, and aesthetically pleasant working environment for the facility's occupants and the traveling public.

2.0 DESCRIPTION OF SERVICES

The required Cleaning Services will include, but are not limited to, all necessary labor, supervision, materials, equipment and supplies to successfully perform Cleaning Services.

The Contractor shall provide the Cleaning Services to maintain high quality standards of appearance and cleanliness to the facilities and components (i.e., but not limited to, restrooms and fixtures, kitchens, floors (carpets and hard floors), walls, painted surfaces, glass (windows, doors and mirrors), furniture and other related items.

In addition to Cleaning Services, the Awarded Contractor will obtain and manage the consumable products supply needed by each facility listed above, and deliver the required supplies to each facility on a just-in-time basis. Such products include, but are not limited to, toilet paper, paper towels, trash bags, hand soap, and hygiene products. The Required Cleaning Supplies document included with Exhibit A Description of Work provides a list of required Cleaning products and their corresponding estimated usage data.

District does not represent or guarantee any minimum purchase. This Solicitation does not obligate District to contract for the goods and/or services specified herein. Any quantities listed herein are for proposal purposes only and represent estimated requirements. District reserves the right to add, remove, or otherwise modify any requirements, products, and/or facilities to meet the operational and strategic objectives of the District.

3.0 LOCATIONS AND SITE DESCRIPTION

MARITIME OFFICE COMPLEX:

The District's **Maritime Office Complex** is located at One East 11th Street, Riviera Beach, Florida 33404.

Service Area Locations (to include the Port offices & spaces and USDA and CBP offices & spaces)

A. Common Areas

1. Lobby and entrances to building
2. Steps and entrances walkways
3. Hallways
4. 6th Floor Kitchen
5. 6th Floor Restrooms
6. Board and Conference Rooms

CRUISE TERMINAL:

The District's **Cruise Terminal** is located at One East 11th Street, Riviera Beach, Florida, 33404.

Service Area Locations

A. Common Areas

1. Passenger Lobby and entrances to building
2. Steps and entrances walkways
3. Hallways
4. Cruise Terminal
5. FMT Passenger Loading Bridge
6. Public Areas
7. Elevators
8. Escalators

SOUTH GATE WAREHOUSE:

The District's **South Gate Warehouse** is located at 301 Broadway, Riviera Beach, Florida, 33404.

A. Common Areas

CLEANING SERVICES & SUPPLIES RFP 04-2018-2

1. Entrances to building
2. Steps and entrances walkways
3. Hallways
4. Public Areas
5. Elevators

The Contractor shall provide two (2) daytime cleaners (one male and one female) 7:00 AM and 3:00 PM (half hour for lunch), Monday through Sunday. The cleaners shall routinely provide the services listed below, or as requested by the Director of Facilities.

The Contractor shall provide one (2) evening cleaners (one male and one female) between 3:00 PM and 11:00 PM (half hour for dinner), Monday through Sunday. The cleaners shall routinely provide the services listed below, or as requested by the Director of Facilities.

Service Shift designations may vary by facility. The Service Shift designations may be modified through mutual agreement between the District and the Awarded Contractor.

4.0 PRICE PROPOSAL

The Proposer shall use Proposal Form to submit their Price Proposal. The pricing of services is based upon the unit prices for each line item as identified in the Proposal Form. Proposer shall also indicate the cost for any subsequent renewals, if applicable.

Proposers are highly encouraged to schedule a site visit to be familiarized with the service locations and environments to be maintained. To do this, please contact our Director of Facilities, Ken Hern, at khern@portofpalmbeach.com.

5.0 DESCRIPTION OF WORK

The Contractor shall furnish all labor and supervision necessary to perform the Cleaning Services and Supplies required by this contract.

The specific tasks and frequencies detailed in the Cleaning Service Schedule are minimum requirements. The District reserves the right to modify the schedule to meet the operational and strategic objectives of the Port.

The Contractor shall provide the Cleaning Services to maintain high quality standards of appearance and cleanliness to the facilities and components (i.e., but not limited to, restrooms and fixtures, kitchens, floors (carpets and hard floors), walls, painted surfaces, glass (windows, doors and mirrors), furniture and other related items.

- A. Cleaning services for restrooms, common and public areas, kitchen, coffee rooms and entrances. Also, cleaning and removal of spills on tiled or carpeted floors, emergency spot cleaning of carpets and other reasonable and related duties of cleaning and Facilities.

CLEANING SERVICES & SUPPLIES RFP 04-2018-2

- B. Restrooms: Check and spot clean bathrooms; restock all paper supplies, toilet seat covers, hand soap, and trash receptacle liners; clean toilet bowls, toilet seats and clean mirrors, a minimum of two (2) times (morning and afternoon) per day when the vessel is in Port.
- C. Mop up spills, spot mopping in kitchen, toilet areas and rainy day safety precautions (i.e. put out additional mats, caution signs for wet floors, and keep floors mopped and dry).

5.1 Overview Cleaning Services

Pick up trash and debris outside and empty all waste containers/receptacles (inside and outside), including ashtrays. Place all trash in appropriate bins, receptacles, or dumpsters. Spot clean trash cans, receptacles and other containers and replace liners as needed. Return trash cans, receptacles, and other containers to their proper locations.

- A. Vacuum, dust and spot clean the entire carpeted areas to maintain free from dust and spots. Clean the walk-off mats on top and underneath and inspect for wear. Also, vacuum fabric or carpeted areas on modular unit walls.
- B. Clean doors, windows, ventilating and air conditioning vent and walls.
- C. Clean and polish all elevator/escalator surfaces, both inside and outside, leaving a uniform finish. Remove all dust or debris in grates, tracks and corners.
- D. Maintain a clean, uniform, surface on hard floors. All hard floor surfaces shall remain reasonably free of discoloration, streaks, marks, soil, chewing gum and build-up in corners, dull or dirty surfaces, and shall be maintained with a high gloss (where appropriate), non-skid and uniform appearance.
- E. Clean and disinfect drinking fountains. Polish all metal surfaces. Remove all mineral deposits, spots, or residue on bubbler or other metal surfaces.
- F. Maintain stairwells free of debris; sweep and/or vacuum as necessary.

5.2 Bathroom Cleaning Requirements – Cruise Terminal

- A. All bathrooms shall be detail cleaned, restocked, and disinfected. Any streaks, discoloration, splash marks, dust or debris on floors, walls, mirrors, or fixtures shall be cleaned. All metal, porcelain and tiled surfaces including grout joints shall be polished and cleaned. Any painted surface shall be cleaned and reasonably free of spots and streaks.

CLEANING SERVICES & SUPPLIES RFP 04-2018-2

- B. A disinfectant cleaner shall be applied on sinks, toilets, and fixtures and allowed to air dry before buffing or polishing. No mineral deposits shall be allowed on any exposed surfaces, including under the rims of the toilet, urinals and sinks.
- C. Floors and grout shall be mopped and maintained in a clean and uniform appearance including scrubbing.
- D. All mirrors, walls, stalls and doors shall be cleaned.

5.3 Kitchen and Coffee Areas Cleaning Requirements

- A. The appearance and cleanliness of the kitchen and coffee areas shall be maintained to the highest quality standards. Clean all kitchen sinks, tables, counters and chairs. Clean exterior of appliances (i.e. microwave, coffee maker, refrigerator, vending machines, etc.).
- B. Floors, walls, windows, and doors shall be detail cleaned and maintained resulting in a clean and uniform appearance.

5.4 Floor Maintenance Services

- A. The contractor shall supply the equipment and personnel to scrub, rinse and wax (5 coats) the floors of the cruise terminal and associated passenger processing areas. This shall occur three times per year. The Port of Palm Beach District will supply the cleaning chemicals and wax. The floors maintenance shall only be completed during non-cruise hours, (typically 6pm to 8am). See attached area diagram.
- B. The contractor shall supply the equipment and personnel to strip, scrub, rinse and wax (5 coats) the floors of the cruise terminal and associated passenger processing areas. This shall occur one time per year. The Port of Palm Beach District will supply the cleaning chemicals and wax. The floors maintenance shall only be completed during non-cruise hours, (typically 6pm to 8am).

5.5 Exterior of Building:

- A. Empty all exterior trash containers, bins, and ashtrays into appropriate dumpsters and replace liners. Maintain dumpster areas free of trash and other debris.
- B. Sweep all sidewalks; remove gum from concrete, pick-up litter in passenger drop off areas and valet areas.

5.6 Supplies and Inventory Levels

- C. The Contractor will obtain and manage the consumable products supply needed by

each facility listed above, and deliver the required supplies to each facility on a just-in-time basis. Such products include, but are not limited to, toilet paper, paper towels, trash bags, hand soap, and hygiene products. The Required Cleaning Supplies document included with Exhibit A Description of Services provides a list of required Cleaning products and their corresponding estimated usage data.

District does not represent or guarantee any minimum purchase. This Solicitation does not obligate District to contract for the goods and/or services specified herein. Any quantities listed herein are for proposal purposes only and represent estimated requirements. District reserves the right to add, remove, or otherwise modify any requirements, products, and/or facilities to meet the operational and strategic objectives of the District.

6.0 AREAS OF CONCERN

- 6.1 Lights shall be out by 11:00 PM, except in the smallest area(s) where work is being performed.
- 6.2 Care is to be used to avoid spills, drips, or accumulation of any products on the floor of the storage area. The exterior of the product containers is to be kept clean.
- 6.3 All flammable hydrocarbons, including gasoline, kerosene, mineral spirits or acetone, are prohibited and shall not be used without specific written permission from the District's Director of Facilities.
- 6.4 A mixture of ammonia and chlorine is strictly prohibited. Pre-mixed products that contain ammonia or chlorine in any concentration are not to be mixed with any other pre-mixed cleaner, chemical, or compound. Nothing is to be added to pre-mixed products that are not approved on the label in writing.

7.0 CONTRACTOR'S RESPONSIBILITIES

7.1 Submittals

After award, the Contractor shall submit a copy of the following documents to the District's Facilities Director. Approval of the Contractor's submittals, Paragraphs A and B immediately below, shall not relieve the Contractor of responsibility or liability for accident, injury to person(s) or damage to property caused by the operation of the Contractor.

- A. List of all personnel, including a Contract Manager, Superintendent(s), janitor(s) anticipated for use under this contract, along with a copy of their qualifications and identification card. Only the personnel approved by the Port Security Office are to be assigned to perform any work under this contract.

1. Whenever the District determines that any person(s) employed by the Contractor is incompetent, disorderly or insubordinate, such person(s) shall upon notice, be discharged from this contract and shall not again be employed on it except with the written consent of the District's Facilities Superintendent. The Contractor shall protect, defend, indemnify, and hold the Port, its agents, officials, and employees harmless from any and all claims, actions, or suits arising from such removal, discharge, or suspension of employee(s).

B. Contact information for all key personnel of the Contractor and specifically, those persons directly related to the work being performed under this contract. The Contractor must return phone calls within three (3) hours.

Any changes or deviations from the approved submittal during the term of the Contract, or any extensions, must be brought to the attention of the District's Director of Facilities as they occur.

7.2 Personnel

A. Contract Manager

The Contractor shall assign a Contract Manager who will remain on this project for the term of the contract. If the Contractor's Contract Manager is removed after contract award, his replacement must have equal or better qualifications. Replacement will require the District's written approval. Without prior written approval, the Contractor may be considered in default.

B. Superintendent

The Contractor shall have a competent superintendent on the worksite at all times when nightly Cleaning services are being performed. The Superintendent shall be thoroughly experienced in the type of work being performed, and have full authority to take corrective action in response to any deficiencies noted by the District's Director of Facilities. The Contractor's superintendent shall speak and understand English, and have authority to act on behalf of the Contractor.

C. Work Force

1. The Contractor agrees to employ only qualified personnel who are skilled in the performance of the work specified and have appropriate technical, health, and safety training as required by any and all local, state and federal regulations.

CLEANING SERVICES & SUPPLIES RFP 04-2018-2

2. The Contractor shall not allow any unqualified personnel (i.e. trainee) at the worksite without direct supervision of a qualified person.
3. The Contractor will provide written instructions per contract detailing site specific duties in the native language of the personnel employed. These instructions shall be posted in all Cleaning Supply rooms on each floor. All personnel will be required to read and initial sheet verifying that they understand the duties assigned to them.

7.3 Communications and Coordination

The Contractor shall provide the Superintendent with a cellular telephone to ensure that the Superintendent can be contacted at all times. While working at the worksite, the Superintendent will be expected to:

- A. Keep his/her cellular telephone turned to the "ON" position at all times.
- B. Respond within fifteen (15) minutes after notification from the District's Facilities Superintendent or the District's on-call person.

7.4 Supervision and Quality

The Contractor shall supervise and direct the work completely and efficiently. He/she shall apply such skills and experience as may be necessary to perform the work in accordance with the contract documents.

- A. The Contractor shall execute the work in an orderly, timely, and efficient manner. Failure to do so may constitute unsatisfactory performance, and after written warning, the Contractor may be declared in default and subject to terms of the Contractual Services Agreement.

7.5 Safety and Protection

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of the workers and the occupants, and shall provide the necessary protection to prevent damage, injury, or loss to:
 1. All employees on the worksite and other persons who may be affected.
 2. All work, materials, or equipment to be incorporated whether in storage on or off-site.

3. Parked vehicles and equipment, and other property at the site and/or adjacent thereto, including trees, lawns, walkways, pavements, roadways, structures, and utilities.
- B. The Contractor shall assume full liability for compliance with all federal, state and local regulations pertaining to the protection of workers.
- C. The Contractor's employees shall wear such appropriate safety equipment or apparel as required by manufacturer's labels as necessary to perform the work. The Contractor shall supply gloves, goggles, masks, face shields, or other similar safety equipment when necessary.
- D. All Contractors' vehicles and equipment shall have the name of the company, and the current company contact information clearly shown. Specific parking spaces for the contractor's employees will be supplied by the Port of Palm Beach.

7.6 Security of Facility

- A. No one other than the approved Contractor employees shall be permitted onsite at any time. Any unauthorized personnel including, visitors, family members, friends, or other unauthorized persons that are allowed entrance by the Contractor or its employees or found within or on the facility's grounds will be sufficient ground for the Port to declare the contract in default and will be subject to the terms of Chapter 6, Termination and Default, of the Contractual Services Agreement.
- B. Strict security shall be maintained at all times. While not in use, all doors shall be locked. Any penalty levied against the District for false alarms caused by the Contractor's employees shall be deducted from the monthly payment to the Contractor.
- C. The District will provide the Contractor with access to the building by employment of Port Security Personnel. It will be the Contractor's responsibility to report and replace missing proximity/identity cards, and/or reimburse the District for any lock or security changes that are caused by the Contractor's negligence.

7.7 Work Status

- A. The Contractor shall keep the District's Facilities Superintendent informed of the status of work on a daily basis.
- B. Upon completion of any assigned work, the Contractor shall notify the District's Facilities Superintendent and have the work certified as complete.

7.8 Notification of Damages and Damage Repair

- A. The Contractor shall notify the District's Director of Facilities of any damages to the facility or the contents as a result of the Contractor's operations or other causes. The notification shall be completed no later than the next business day and shall include, at a minimum, the type of damage, location, nature of the incident, time and date of occurrence and injury, if any.
- B. The Contractor shall repair all damages caused by the Contractor's operations, employees, and equipment to the facility or the contents. If the District's Director of Facilities deems the repairs unacceptable, the District reserves the right to have the repairs completed by District or Contract personnel and charged back to the Contractor.

7.9 Uniforms

The Contractor's employees shall wear uniforms while at the worksite which bear the company logo and employee's name. Any employee not appropriately uniformed shall be directed to leave the facility.

7.10 Motor Vehicle Registration

The Contractor shall always ensure that all vehicles used by, the Contractor on the contract, are registered and insured to standards set by the State of Florida. Drivers shall be licensed in the State of Florida. The Contractor shall not knowingly, nor willingly, allow employees to drive unregistered vehicles or allow unlicensed and/or uninsured motorists to operate vehicles on this project.

8.0 SUBLETTING OR ASSIGNING OF WORK

The Contractor shall not sublet, assign or transfer any work under this agreement.

9.0 COMPENSATION

The Contractor shall be paid for the work accomplished and accepted by the District's Director of Facilities per the price in the Contractual Services Agreement.

10.0 BUDGET LIMITATIONS/ESTIMATED QUANTITIES

9.1 The contract is governed by budgetary restrictions. It shall be the responsibility of the Contractor to always ensure that sufficient funding remains within the maximum limiting

amount established for the subject contract to complete authorized services. The total payment made to the Contractor shall not exceed the maximum amount of the face value of the contract, without a Supplemental Agreement as specified in Contractual Services Agreement being processed.

10.2 Funding must be approved by the District for any additional work that would result in exceeding the contract dollar amount prior to undertaking such additional work. The Contractor shall not be obligated to perform services or incur costs that would result in exceeding the contract dollar amount, nor shall the Port be obligated to reimburse the Contractor for services which result in exceeding the contract dollar amount, except to the extent said amount is increased by a Supplemental Agreement. Execution of this agreement does not guarantee that the work will be authorized.

11.0 THE DEPARTMENT'S RESPONSIBILITIES

11.1 Administration of Contract

All work under this contract will be under the administration of Port of Palm Beach District Facilities Office.

A. Director of Facilities

The Department has assigned a Director of Facilities to administer the terms and conditions of the contract and daily schedules. The Director of Facilities is located in the Facilities Office at the following location address:

Maritime Office Complex
Suite 600
1 E. 11th Street
Suite 600
Riviera Beach, FL 33404.

11.2 Pre-work Conference

The District's Director of Facilities will contact the awarded Contractor and schedule a pre-work conference prior to the start date of the contract to review the work involved, determine schedule, per facility, and discuss the requirements of the contract.

11.3 Inspections

The District's Director of Facilities or his assignee will make scheduled inspections with the Contractor's Contract Manager to record/document any deficiencies and address any comments from the facility's occupants.

12.0 AWARD OF THE CONTRACT

The District reserves the right to award a contract to that Proposer whose submittal best serves the interest of the Port, in the sole discretion of the Port.

REQUIRED JANITORIAL SUPPLIES

The Awarded Contractor will obtain, provide and manage the following Cleaning products. The case and usage estimates provided below are to help Proposers understand current District facility needs. District does not guarantee any minimums and quantities are subject to change. Products will be provided on an as-needed basis. No substitutes allowed, without prior approval.

Required Janitorial Product				Estimated Percentage of Usage per District Facility		
Item Description	MFG & MFG Item #	Current Case Size	Est. # Cases p/Year	MOC	Cruise Terminal	South Gate Warehouse
<u>Trash Liners</u> - 24X32 .45 Mil. White Roll Liner	Berry – LSR2432XW	500/cs	80	60%	35%	5%
<u>Trash Liners</u> - 43 x 46 1.5 Mil. Black Roll Liner	Extreme Tuff - CR4346BL	100/cs	96	60%	35%	5%
<u>Bath Tissue</u> – 2-Ply Opti Core	Pro Link - BW-61990-CS	36/cs	130	60%	35%	5%
<u>Waxed Paper Liners</u> – for feminine products containers	Hospeco – HOSKL260-CS	500/cs	6	60%	35%	5%
<u>Odor Eliminator</u> – Beach House	Green Star – GS644032	12/cs	16	60%	35%	5%
<u>Roll Towels</u> –White Roll – for manual dispensers	Boardwalk - BW-714-CS	6/rls	120	60%	35%	5%
<u>Multifold Towels</u> – #525 White	Boardwalk - BW-525-CS	4000/cs	6	60%	35%	5%
<u>Anti-Viral Disinfectant</u>	Halt/105138	4 ltrs/cs	10	60%	35%	5%
<u>Hand Sanitizer</u> - Instant Hand Sanitizer	Purell – GOJ545604-CS	4/1200	20	60%	35%	5%
<u>Bleach</u> –Clear Non-Bleach Bathroom Cleaner/Sanitizer	Envirox Fresh - 118	4/1gal jugs	25	60%	35%	5%
<u>Cleaner</u> – Saf-D-Scale	Nexgen - QSJ565	12/32 oz	16	60%	35%	5%

Item Description	Required Janitorial Product			Estimated Percentage of Usage per District Facility		
	MFG & MFG Item #	Current Case Size	Est. # Cases p/Year	MOC	Cruise Terminal	South Gate Warehouse
<u>Soap</u> – PL Foam Lotion Soap	Pro Link - PL-RH250-CS	3/1250ML	60	60%	35%	5%
<u>Cleaner</u> – Spray A.Jell/Cherry	Nexgen - SCC580	12 btls/32 oz	12	60%	35%	5%
<u>Toilet Seat Covers</u>	Boardwalk – BWKK2500-CA	10 bxs/250 ea bx	6	60%	35%	5%
<u>Hand Towels</u> – White Roll – for sensor dispensers	Von Drehle – VDL-816B-CA	6 rls/case	50	60%	35%	5%
<u>Urinal Screens</u> -	Fresh Products – FRS2WDS60HON	10/cs	30	60%	35%	5%

EXHIBIT B

REQUIRED INSURANCE COVERAGE

The minimum limits of liability for the insurance required under this Contract shall not be less than as follows:

A. Workers' Compensation:

1. Employer's Liability \$1,000,000.00

B. Contractor's Liability Insurance:

1. General Aggregate (Except Products – Completed Operations) \$2,000,000.00

2. Products – Completed Operations Aggregate \$2,000,000.00

3. Personal Injury (Per Person/Occurrence) \$1,000,000.00

4. Each Occurrence (Bodily Injury/Property Damage) \$1,000,000.00

5. Excess Liability
General Aggregate \$1,000,000.00
Each Occurrence \$1,000,000.00

C. Automobile Liability:

1. Bodily Injury
Each Person \$1,000,000.00
Each Accident \$1,000,000.00

2. Property Damage
Each Occurrence \$1,000,000.00

OR
3. Bodily Injury and Property
Damage Combined Single Limit
Each Occurrence \$1,000,000.00
Aggregate \$1,000,000.00

FORM OF AGREEMENT – EXHIBIT C
Port Of Palm Beach District
Contract Between
Owner And Contractor

(_____ Services)

[Use this form where (i) the Port has put the work out for bid or (ii) or the contract is exempt from bid) or (iii) the Port is Piggy-backing on a bid that was put out by another entity (State, City or County) and accepted by the issuing entity.]

This Contract (the "Contract"), is made and entered into as of this ____ day of _____ 2017 ("Effective Date"), by and between the **PORT OF PALM BEACH DISTRICT**, a political subdivision of the State of Florida, created under chapter 7082, Laws of Florida, 1915, and the various special acts that are supplementary and amendatory thereto, (the "Owner") and _____, a Florida corporation (the "Contractor"), whose address is _____, Florida _____. This is a non-exclusive contract, and Owner retains full rights to use any contractor it deems appropriate for the types of services provided for under this Contract.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree:

Section 1 DOCUMENTS INCORPORATED BY REFERENCE

This Contract includes the work ("Work") described on EXHIBIT A, as described in the Port of Palm Beach District "**Invitation to Bid or Request for Bid for _____, dated _____**". Documents not included or expressly contemplated in this Section 1 do not, and shall not, form any part of this Contract.

Section 2 TERM

The term of this contract shall be for ____ year(s) commencing _____, 201_. This contract shall be renewable for one additional year at the option of the Owner upon written notice given to Contractor prior to termination.

Section 3 REPRESENTATIONS OF THE CONTRACTOR

In order to induce the Owner to execute this Contract, Contractor hereby makes the following representations and warranties, each of which shall survive the execution and expiration or earlier termination of this Contract:

- a) The Contractor is fully qualified to perform the Work and has, and shall maintain, any and all licenses, permits or other authorizations necessary to perform same.
- b) Contractor is duly authorized and fully empowered and has the legal capacity to execute, deliver and perform this Contract, and to consummate the transactions contemplated

FORM OF AGREEMENT – EXHIBIT C

hereby, and this Contract is and shall be the valid and binding obligation of Contractor, enforceable against it in accordance with its terms.

c) Neither the execution nor delivery of this Contract, nor the consummation of the transactions contemplated hereby, will conflict with, or result in, a breach or violation of the charter, articles of incorporation or bylaws of Contractor, as applicable, violate or conflict with any statute, law, rule or regulation or any order, writ, injunction or decree of any Court or governmental authority or require the consent, license, permission, action, or approval by or registration with or notice to any governmental authority or third party, other than as contemplated hereby, or violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation or acceleration under the terms, conditions or provisions of) any contract, agreement, understanding, arrangement or restriction of any kind to which contractor is a party or by which Contractor may be bound.

d) All Work shall strictly conform to the requirements of this Contract.

e) The Work shall be properly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.

Section 4 PRICE AND CONTRACT PAYMENTS

a) The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the amounts set forth on EXHIBIT B ("Contractor's Rate Schedule"), if applicable, attached hereto, which amounts shall be billed monthly in the form of a Payment Request, based upon the Work Order (described in Section 5, which shall not be modified except by Change Order as provided in this Contract.

b) Owner shall make payment in full, less any disputed amounts, to Contractor of the Contract Price, not later than thirty (30) days following submission of a Payment Request.

c) The submission by the Contractor of a Payment Request also constitutes an affirmative representation and warranty that all Work for which the Payment Request is being submitted, and all Work for which Owner has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever.

Section 5 WORK ORDERS

All Work to be performed shall be by separate work order ("Work Order") signed by Owner. The Contractor shall perform, at its expense, all of the Work required, implied or reasonably inferable from the Work Order including, labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities, permits required for repair, debris removal, and legal disposal, where applicable. The Contract Price for the Work Order may be determined by applying the Contractor's Rate Schedule, unless a fixed Contract Price is established in advance, based generally, on the Contractor's Rate Schedule. Where the Contract Price is fixed, it shall not be subject to modification except by Change Order. All Work Orders shall include a time for completion.

Section 6 CHANGE ORDERS

FORM OF AGREEMENT – EXHIBIT C

a) One or more changes to the Work Order may be ordered by Change Order. The Contractor shall proceed with any such changes, and same shall be accomplished in strict accordance with the following terms and conditions:

b) Change Order shall mean a written order to the Contractor executed by the Owner after execution of this Contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof.

Section 7 SWORN STATEMENT

The Sworn Statement under Florida Statutes Section 287.133(3)(a) attached hereto is a part of this contract.

Section 8 GENERAL CONDITIONS

The General Conditions attached hereto form a part of this Contract.

Attachments	
<input type="checkbox"/>	Exhibit A (Description of Work – If contract comes from a Port Bid, use the description from the Bid; If the contract comes from a Piggy-Back, use the description of the Work in the Piggy Back; If contract comes from a no-bid scenario, use the description of the Work for which bids were requested)
<input type="checkbox"/>	Exhibit B (Contractor's Rate Schedule)
<input type="checkbox"/>	Exhibit C (Sworn Statement, per Section 7)
<input type="checkbox"/>	Exhibit D (General Conditions, per Section 8)

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and date first set forth above, and acknowledges that they have received all of the above attachments.

WITNESSES:

Printed Name of
Witness: _____

Printed Name of
Witness: _____

OWNER:

PORT OF PALM BEACH DISTRICT

BY:

_____, Chairman

FORM OF AGREEMENT – EXHIBIT C

CONTRACTOR

_____, a

BY: _____
_____, _____ (Title)

Printed Name of
Witness: _____

Printed Name of
Witness: _____

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this ____ day of _____, 2017
by _____, who is personally known to me or who produced Florida Driver's
license as identification, as _____ of PORT OF PALM BEACH
DISTRICT, a Political Subdivision of the State of Florida.

[SEAL]

NOTARY PUBLIC
My commission expires:

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this ____ day of _____, 2017
by _____, who is personally known to me or who produced Florida Driver's
license _____ as identification, as _____ of
_____, a _____.

[SEAL]

NOTARY PUBLIC
My commission expires:

UPDATED January 8, 2018

Port of Palm Beach District
General Conditions to Contract for Services

Section 1 OWNERSHIP OF THE DOCUMENTS WHICH MAKE UP THE CONTRACT

The documents which make up this Contract, and each of them, as well as any other documents furnished by the Owner to Contractor, shall remain the property of the Owner.

Section 2 INFORMATION AND MATERIAL SUPPLIED BY THE OWNER

The Owner shall furnish, if appropriate, the legal description of the site of the Work, and any required survey, and the Owner shall obtain all required authorizations, approvals, easements, and the like, excluding permits and other permits or fees required of the Contractor by this Contract and permits and fees customarily the responsibility of the Contractor.

Section 3 CEASE AND DESIST ORDER

In the event the Contractor fails or refuses to perform the Work as required herein, the Owner may instruct the Contractor to cease and desist from performing further Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected, no longer exists, or the Owner instructs that the work may resume. In the event the Owner issues such instructions to cease and desist, and in the further event that the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such Work by the Owner or another contractor. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

Section 4 DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

a) In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

b) All Work shall strictly conform to the requirements of this Contract.

c) The Work shall be properly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.

d) The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first class results, that all materials and equipment provided shall be new, of high quality and free of

defects, that the completed Work will be complete, of high quality, without defects, and that all Work strictly complies with the requirements of this Contract. Any Work not strictly complying with the requirements of this Section 4d) shall constitute a breach of the Contractor's warranty.

e) The Contractor shall obtain and pay for all required permits, fees and licenses customarily obtained by the Contractor, and all others as required herein. The Contractor shall comply with all legal requirements applicable to the Work.

f) The Contractor shall maintain the site of the Work in a reasonably clean condition during performance of the work. Upon Completion, the Contractor shall thoroughly clean the site of all debris, trash and excess materials or equipment.

g) At all times relevant to this Contract, the Contractor shall permit the Owner to enter upon the site of the Work and to review or inspect the Work without formality or other procedure.

h) Contractor shall pay the charges for investigation of employees and issuance of security badges and proximity cards, as required by District.

Section 5 WARRANTY

If within five (5) years (twenty years, in the case of roofing work) after the date of completion of any Work)or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by , any Work is found to be defective), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions: (i) correct such defective Work, or, if it has been replaced by Owner, remove it from the Site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damages to other Work or the work of others resulting therefrom. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where such delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs or repair or replacement of work of others) will be paid by Contractor. Special and Specific warranties specified in any Work Order are in addition to, and not in lieu of the Contractor's general warranty.

Section 6 INDEMNITY

a) Contractor agrees that it will indemnify and hold and save Owner harmless of, from and against (a) all fines, suits, loss, costs, liability, claims, demands, actions, and judgments of every kind and character by reason of any breach, violation or non-performance by Contractor of any term, provision, covenant, agreement or conditions hereunder and (b) any claim, demand, actions, damages, loss, cost, liabilities, expenses and judgments suffered by, recovered from or asserted against Owner on account of injury or damage to perform or property to the extent that any such damage or injury arose from any act, omission, negligence or misconduct on the part of the Contractor, its agents, servants, employees, contractors, guests, licensees or invitees entering upon the site of the Work. The Contractor shall indemnify and hold the Owner harmless from any and all claims, liability, damages, loss, cost and expenses of every type whatsoever including, without limitation, attorneys' fees and expenses, in connection with the Contractor's performance of this Contract, provided that such claims, liability, damage, loss, cost or expense is due to

sickness, personal injury, disease or death, or to loss or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, to the extent caused by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner.

b) In the event Owner is threatened to be or is made party to any such litigation giving rise to the indemnification obligations of Contractor under this Section 6a), then the Contractor shall pay all applicable costs and expenses of Owner, including reasonable attorneys' fees and applicable costs incurred by or imposed upon Owner by virtue of such litigation or threat thereof, and such costs and expenses shall be a demand obligation of Contractor owed promptly to the Owner. The aforesaid costs and expenses of Owner shall bear interest at the rate of eighteen (18%) percent per annum, until paid for by Contractor.

Section 7 CHANGE ORDERS

a) Any change in the Contract Price resulting from a Change Order shall be determined as follows:

(1) By mutual agreement between the Owner and the Contractor as evidenced by i) the change in the Contract Price being set forth in the Change Order, (ii) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties, and (iii) the Contractor's execution of the Change Order; or

(2) If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct jobsite overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner requires.

b) The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Contract as thus amended, the contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

c) The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

Section 8 TERMINATION BY THE CONTRACTOR

If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of ten (10) days after receiving written notice from the Contractor of its intent to terminate

hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contractor for convenience.

Section 9 TERMINATION BY THE OWNER

The Owner may terminate this Contract in accordance with the following terms and conditions:

a) The Owner may, for any reason whatsoever, terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights as the Contractor has. When terminated for convenience, the Contractor shall be due compensation as follows:

(1) The Contractor shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. Contractor agrees that it waives any claims for termination if it fails to file a termination claim within one (1) year from the effective date of termination;

(2) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;

(3) Unless waived under Section 9a)(1), or mutually agree under Section 9a)(2), the Owner shall pay the Contractor the following amounts, and may condition same on a release:

(a) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance plus a fair and reasonable allowance for direct jobsite overhead and profit thereof (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be reduced to reflect the anticipated rate of loss, if any;

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders. These costs shall not include amounts paid in accordance with other provisions hereof.

b) The total sum to be paid the Contractor under this Section 9 shall not exceed the total Contract Price under any outstanding Work Orders, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

c) If the Contractor does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor and assume possession of the site of the Work and of all materials and equipment at the site and may complete the Work. In such case, the Contractor shall not be paid further until the Work is complete. After completion of a Work Order has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the Owner of completing the work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the Owner for such cost. This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this sub-paragraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience hereunder and the provisions of this Section 9 shall apply.

Section 10 INSURANCE

Contractor shall obtain and carry general comprehensive liability insurance with a reputable and highly rated insurance company or companies licensed in Florida and reasonably acceptable to Owner, which policy shall name both Contractor and Owner as insureds, with initial limits of not less than Two Million Dollars (\$2,000,000.00) as to personal injury or death, and Two Million Dollars (\$2,000,000.00) with respect to property damage. Each policy of insurance required under this Contract shall be non-cancelable without at least thirty (30) days= advance written notice to Owner.

Contractor shall provide a certificate of insurance evidencing the foregoing prior to commencement of any Work, and shall provide evidence of continuing coverage upon request of Owner.

Section 11 COMPLIANCE WITH STATE AND FEDERAL LAWS; PUBLIC ENTITY CRIMES AFFIDAVIT

The Contractor shall comply with all State and Federal laws applicable to its performance hereunder, including, but not limited to, the provisions of the Federal Civil Rights Act of 1964 as amended, and similar laws of the State of Florida, the Federal Americans With Disabilities Act, and similar laws of the State of Florida, the Federal Immigration Reform and Control Act of 1986, and laws governing Drug-Free Workplace.

This Contract shall not be in effect unless and until Contractor has presented to Owner a fully completed, executed and notarized Sworn Statement in the form attached hereto. The Contractor is specifically notified of the provision of Florida Statutes ' 287.133(2)(a), that proscribe any bidding by a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime.

Section 12 GENERAL CONTRACT PROVISIONS

a) Words of any gender used herein shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

b) The terms, provisions, covenants and conditions contained in this Contract shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, personal representatives, successors and permitted assigns.

c) Each party agrees to furnish to the other, promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of such party to enter into this Contract.

d) The captions inserted in this Contract are for convenience only and in no way define, limit or otherwise describe the scope of intent of this Contract, or any provision hereof, or in any way affect the interpretation of this Contract.

e) This Contract may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

f) If any clause, provisions, or portion of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances, and it is also the intention of the parties to this Contract that in lieu of each such clause, phrase, provision or portion of this Contract that it is invalid or unenforceable, there be added as a part of this contract a clause, phrase, provision or portion as similar in terms in such invalid or unenforceable clause, phrase, provision or portion as may be possible and be valid and enforceable.

g) Contractor agrees that it shall not discriminate against any person, employee, or applicant for employment, in accordance with all applicable local, federal and state discrimination laws, as the same may be amended from time to time. This provisions shall include, not be limited to (i) employment, upgrading, demotion transfer, (ii) recruitment or advertising, layoff or termination; (iii) rates or any other form of compensation; and (iv) selection for training, including apprenticeship. Any final agency action or judicial decision finding actions by the Contractor to have constituted such discrimination shall constitute a default under this Agreement. Contractor agrees to indemnify and hold harmless the Owner of, from and against any and all suits, losses, costs, claims, demands and judgments by reason of any discriminatory action by the LESSEE as determined any final agency action or judicial decision. Without limitation of the foregoing, Lessee shall not discriminate against any person, employee, or applicant for employment because of race, religion, color, age, gender, sexual orientation, sexual preferences or national origin.

h) All references in this Contract to the date hereof, the Effective Date or similar references shall be deemed to refer to the last date in point in time on which all parties hereto have executed this Contract.

i) In connection with any matter arising hereunder, the prevailing party shall be entitled to attorneys fees and costs.

j) It is mutually agreed by and between the parties hereto that they each waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matter arising out of or in any way connected with this Contract.

k) This is a non-exclusive contract, and Owner has the right to use any third party, or its forces, to perform the Work, without any obligation to Contractor.

l) This Contract shall be governed by and construed under the laws of the State of Florida, and sole and exclusive venue for any litigation shall lie in the Circuit Court in and for Palm Beach County, Florida.

ATTACHMENT 7 / COMPANY PROFILE

I. Brief Company Overview

Overtime Services Inc. began in 1989 when Timothy Finnerty started cleaning commercial office space at night to supplement his daytime income as a West Palm Beach police officer. Overtime Services quickly became a full-time operation. Chrisanne Finnerty joined the company in 1996 bringing administrative, operational, training and marketing skills that furthered the growing success of the company. In 2011 Chrisanne went in her own direction with Overtime Building Maintenance, dba "OT", beginning what would be a woman owned business.

Employing over 98 people Overtime Building Maintenance Inc. provides janitorial services for some of the finest Class "A" office spaces, Universities, Health Care facilities and malls in Palm Beach and Broward Counties. Our success is credited to understanding our clients unique circumstance and tailoring to their specific needs. All our work has been done and will continue to be done in a prompt, professional and team building manner with our clients.

Training and great personnel have been the hallmark of our success. Employee retention has created opportunities that allow us to train management, site supervisors, inspection and administrative personnel. All of us at OT are focused on constant improvement, the best service at all cost, and always exceeding our client's expectations.

Total Square Feet Cleaned in South Florida: 1.65 Million Sq. Ft.

II. Overtime Building Maintenance Employees

Overtime Building Maintenance is an, equal opportunity employer of 98 part-time and 32 full-time employees in the Palm Beach and Broward counties

III. Affiliations and Certifications

Children and Family Services for Immigration:

- A County organization that helps qualified legal immigrants enter full time employment

Children's Home Society of Florida:

- Developing mentorship programs for orienting girls aging out of Foster care providing life skill sets that help them integrate in the workforce learn to budget and explore educational paths.
 - Certifications Include
 - OSHA Trained and Certified Employees

IV. Hiring and Background Check Process

Personnel requisitions

Personnel requisitions must be completed to fill Overtime Building Maintenance Inc. positions. Requisitions must be initiated by the department supervisor/manager, approved by the division vice president and then forwarded to the Operations Manager.

Personnel requisitions should indicate the following:

- Position title.
- Position's hours/shifts.
- Exempt or nonexempt status of the position.
- Reason for the opening.
- Essential job functions and qualifications (or a current job description may be attached).
- Any special recruitment advertising instructions.

Job postings

All regular exempt and nonexempt job openings are posted on Craigslist intranet for employees to review. Jobs will remain posted until the position is filled. Job postings are updated every week.

Recruitment advertising

Positions are advertised externally based on need and budget requirements. The Office Manager is responsible for placing all recruitment advertising.

Interview process

The President and the Operations Manager will screen applications and resumes prior to scheduling interviews. Initial interviews are generally conducted by the Operations Manager.

The results of the interview should be forwarded to the President for review. The Operations Manager or Supervisor has the authority to make the hiring decision.

Supervisors must use the applicant summary tracking form and notify the Office Manager of all interviews conducted. All applications and resumes of applicants not selected must be forwarded to the Office Manager for retention.

The Office Manager or Operations Manager will notify applicants who are not selected for positions at Overtime Building Maintenance Inc.

Reference checks and criminal background checks

After a decision has been made to hire a candidate, an offer will be made to that individual contingent on satisfactory completion of reference checks and criminal background checks (i.e. Nationwide Criminal Check, Social Security Search and Sex Offender Records Search)

The Office Manager will check references for all candidates and the Operations Manager will contact final candidates to set up location and job schedule.

Job offers

If the Office Manager receives satisfactory results from the reference checks and criminal background check, the candidate will be notified to confirm the job offer.

Initial start date and orientation

On an employee's start date, the employee will complete required paperwork and an orientation with the Operations Manager. The new employee's manager or supervisor is responsible for providing a department orientation for the new employee.

The employee's supervisor will complete the New-Hire Checklist with new employees and review department policies and procedures.

V. New Account Start Up Process

Below is our establish outline for new accounts. While this is a list of our most common procedures, we do add custom items based on the need of each client

I. Personnel

Prior to on site work all personnel are required

- (A.) Application listing prior experience
- (B.) Background check, references and criminal history check
- (C.) Personal interview
- (D.) Orientation training, safety and etiquette

II. Account installation

- (A.) In many cases, building management changes companies because they are displeased with the current service in some capacity. Understanding that changing janitorial companies is an important management decision, we try to dispel any apprehensions about initiating change. We take a proactive approach with all our business. We complete a walk through with appointed personnel from the property/facility manager of the entire building prior to commencing work. Specifications are reviewed in conjunction with the facilities nuances, tenet request, and alarm code procedures.
- (B.) When work begins we address immediate concerns on areas that have been problems in the past. Our Operation Manager works side by side with the supervisor the first week scaling back as the supervisor meets the skill set required for the facility.
- (C.) Daily follow up, with management's permission, for the first week. Three times the second week, once the 3rd week and then on an ongoing basis once per month according to contract specifications. Operation Manager is available for immediate response on site when requested by management.
- (D.) A written inspection report/ and or forms are completed each month following monthly walk-thru of facility and available for review upon request by property/ facility management.

III. Supervision

- (A.) Operation Management is provided for each account to work closely with the building nightly supervisors, to ensure that specification requirements are met according to contract, safety and training.
- (B.) Supervisors are responsible for training new employees and work involving technical expertise such as resilient floor and carpet care. All supervisors must work in the capacity of technical trainer prior to promotion to supervisor.
- (C.) The Operational Manager inspects and works with building supervisors. The Operation Manager also meets with building management are required.

IV. Management

Management is the single most important factor needed to provide quality service. Open communication between upper management and supervision is facilitated through weekly managerial meetings. This forum creates the opportunity for discussion on such topics as personnel, specific tenant likes and dislikes, any building management concerns, and potential information exchange that can improve our quality of service or the overall building appearance. All management energy is focused on open communication and immediate responsiveness to all client needs.

VI. Incentive/Recognition Programs

OTBM values consistent and exceptional employee performance. As such we provide numerous opportunities for financial and career advancement.

Employee evaluations take place on a bi-annual basis and raises are awarded based on performance. Bonus are issued for consistent outstanding performance over time.

We provide employee loans and advances and often cover expenses when our employees have unexpected needs. We handle these situations on a per employee, per situation basis.

Also, at OTBM we have developed a strong and loyal company culture based on our propensity to promote from within. All of our management team have been with us for a number of years and started in entry level positions within the company itself.

VII. Reporting Methods for Compliance

Monthly inspections are scheduled by the operation manager with the property manager at the property managers' convenience. When the inspection is conducted deficiencies are recorded and passed on to the night time supervisors. Tenants are contacted with the permission of property management only.

Visits will be scheduled monthly; they are documented and designed to limit and correct any deficiencies.

Visits provide an outstanding means of communication at all levels. They also provide a venue for comments of evaluation, both positive and negative, in which case immediate improvement may be ensured.

All deficiencies will be corrected immediately, or the same night reported and followed up there after to ensure all needs were satisfactorily met.

See attachments 1 & 2

Professional Cleaning Checklist

Company Name: _____

Date of Service: _____

Crew Leader: _____

Crew Members: _____

Reception Area/Foyer: (Initials: _____)

- Wood floors dusted/mopped, carpets vacuumed
- Clean front entrance glass
- Cobwebs removed from baseboards/ceiling
- Furniture dusted (if applicable)
- Ledges / frames/ pictures frames
- _____

Lunch/ Kitchen Areas: (Initials: _____)

- Countertops cleaned
- Sinks cleaned and disinfected, chrome shined
- Refrigerator front/visible sides cleaned and shined
- Dishwasher wiped out, front cleaned and shined
- Microwave wiped inside and out, front cleaned and shined
- Floors vacuumed and mopped
- Cobwebs removed from baseboards ceiling
- Cabinets (outside) cleaned, polished
- Kitchen furniture (tables, chairs, desk) wiped
- Doors and frames spot cleaned from fingerprints
- _____

Restrooms: (Initials: _____)

- Clean and sanitize restrooms using germicidal cleaners
- Vanity cleaned and disinfected
- Sinks cleaned and disinfected
- Clean and polish all mirrors and bright work
- Sweep and mop floors
- Clean and sanitize all toilets, urinals, wash basins, walls and partitions
- Refill all paper, soap and sanitary napkin dispensers
- Empty all trash baskets and replace liners – place trash in designated areas
- _____

Comments: _____

Inner Office Areas: (Initials: _____)

- Empty all trash baskets and replace liners – place trash in designated areas
- Spot clean walls and carpets
- Dry sweep and wet mop all floors
- Clean water fountains and/or coolers
- Clean interior wall glass excluding outer wall glass
- Dust ceiling air vent returns
- Disinfect all telephones
- Dust high and low all work stations (ceiling to baseboard)
- Clean all office equipment (copiers, fax machines, file cabinets, etc.)
- Dust all desks, lamps and lamp shades, chair rungs, well bases, low moldings, sills, picture frames and partition tops
- Dust all wall clocks
- Vacuum floors and crevices
- _____

Conference Room: (Initials: _____)

- Clean and refill (if supplies provided) refreshment station
- Dust and polish all tables
- Disinfect all telephones
- Empty all trash baskets and replace liners – place trash in designated areas
- Sweep/wet mop all floors
- Dust and clean all lamps and shades (if applicable)
- Dust all chairs, chair rungs, well bases, low moldings, sills, picture frames
- _____

Attachment I

Attachment II

STAFF

TOTAL	
NIGHT CREW _____	NAME (S): _____
DAY PORTER _____	NAME (S): _____
SUPERVISOR _____	NAME (S): _____

ISSUES:

--

DATE AND TIME ISSUES RESOLVED

--

UNRESOLVED ISSUES / FACTORS CONTRIBUTING TO DELAY

--

SAFETY

WORK ACTIVITIES: (RISK MANAGER) _____)

TIME

ACTIVITY

PERSONNEL

VIII. Training Process and Safety Program

OTBM takes the safety and training of its employees very seriously. Only through proper training can we ensure both a clean working environment, but also a safe working environment for our clients and their employees. We break our training into two categories: Classroom Training and On the Job Training.

Classroom Training:

When a new employee is hired, the first training they receive is done in the classroom. In this forum, the following items are presented and discussed.

1. Safety on the job.
2. A review of all the chemicals used on the job and a review of the material safety data sheets for those chemicals.
3. A review of all the tools and equipment that will be used on the job and instruction/demonstration on how the equipment is used.
4. A review of basic cleaning methods and basic specifications.
5. Different needs of different establishments and offices (i.e. proper handling of hazardous/medical waste)

On the Job Training:

Once the new employee has completed the classroom orientation, they are assigned to a property under the supervision of the on-site supervisor. The following steps are taken to ensure proper cleaning:

1. The site supervisor assigns the new employee to an area, group, or specific task.
2. The site supervisor then reviews the specific cleaning specifications for the area, group, or specific task with the new employee.
3. The assistant supervisor works alongside the new employee until the supervisor is confident that the job can be completed according to the specifications.

By the completion of the training and safety programs/process, employees have a deep and thorough understanding as it pertains to their position: Application of Cleaning Chemicals

- Restroom Cleaning
- Mopping Systems
- Showers and Locker Rooms
- Window Cleaning Trash Removal
- Hazardous Waste Removal
- Floor and Surface Care
- Team Work
- Security and Safety
- Hard Floor Cleaning
- Carpet Cleaning
- Equipment
- Proper use of protective gear to avoid eye/skin contact the placement and procedure for eyewash stations and MSDS sheets
- Safety signs/wet floors/ caution tape

Safety and Health Policy Statement

Overtime Building Maintenance Inc. is committed to working with our employees to provide a safe workplace. It is our policy that employees should report unsafe conditions and will not perform work tasks that are considered unsafe. Employees must report any/all incidents, injuries, and unsafe conditions to his or her supervisor. We have established a protocol for this purpose and expect to see our mission of minimizing workplace injuries and incidents fulfilled.

All employee recommendations to improve safety and health conditions are encouraged and will be given thorough consideration by the management team. Management will give top priority to and provide the financial resources for the correction of unsafe conditions and analysis of unsafe work practices. Ideas and involvement with fulfilling the program goals and objectives will be expected.

The primary responsibility for the coordination, implementation, maintenance, and annual review of the workplace safety program will be assigned to our operation management

Safety and Health Education and Training

Our Safety and Health Education Training Program is implemented on site by our operations manager. Employees will attend the training that is appropriate to the tasks that they will be expected to perform.

Operations manager will be responsible for identifying the education and training needs of the company. Employees will attend the training that is appropriate to the tasks that they will be expected to perform.

New employees will complete orientation before they begin their job assignments. New employees will receive specific training in:

- Proper use of all approved chemicals
- Emergency Evacuation Plan/Fire Prevention Plan, fire extinguisher locations, and locations of fire alarms and first aid kits.
- Identifying suspicious activities
- Identifying environmental hazards
- Lifting techniques
- Slip and falls prevention and common hazards
- Blood borne pathogen

Employees will be instructed to call the Operation Manager at 561-568-9040 if they observe any unsafe working conditions at the facility to which they were assigned.

Refresher training on these safety and health topics will be given annually or as needed.

Accident Investigation Procedures

Investigations will be required on all accidents, including “near misses” not producing injuries. “Near misses” will be documented on an accident report. “Near misses” will be reviewed to determine if a recurring hazard exists. Investigations will be conducted as soon as possible, but no later than 24 hours after the accident.

Accident investigation reports will be completed by the injured worker’s supervisor and forwarded to the operation manager for review. The safety coordinator will be responsible for assuring thorough investigations and following up on corrective action. All incident reports, hazard reports, accident investigation reports, and inspection checklists will be reviewed by company management to determine if trends are occurring.

The injured worker supervisor will be responsible for:

- 1-Interview the employee(s) involved separately, if possible, to evaluate the situation and potential liability.
- 2-Have the involved employee(s) step through the sequence of events of the accident.
- 3-Locate, interview, and get statements from any witnesses.
- 4-Gather facts about the investigation (who, what, where, when, how, and why).
- 5-Evaluate any evidence found at the scene and reconstruct events.
- 6-Take pictures or draw diagrams of the accident scene. Do not rely on memory, as accident scenes change.
- 7-Protect the accident scene until you are satisfied with the investigation.
- 8-Warn, protect, and/or repair any exposure areas to prevent another accident from occurring before leaving the scene of the accident.
- 9-Re-interview the involved employee(s) or witnesses, if necessary.
- 10-Prepare a written detailed report before leaving for the day.
- 11-Recommend corrective actions.
- 12-Followup on the recommendations to ensure the corrective actions have been implemented.

Safety Program Recordkeeping

The Operation manager will be responsible for maintaining

- all documentation of training,
- accident reports,
- hazard reports,
- incident reports,
- Occupational Safety and Health Administration (OSHA) logs,
- workers' compensation first report of injury or illness, and
- other documentation incidental to the implementation of the safety plan.

OSHA Recordkeeping Requirements

An injury log will be maintained. Injuries will be recorded on the OSHA 300 log or equivalent within 24 hours of being reported.

The summary portion of the OSHA 300 Log will be posted from February 1 to April 30 each year in a place where employee notices are normally placed.

OSHA Recordkeeping Forms

- OSHA Form 300 – Log of Work-Related Injuries and Illnesses
- 300A – Summary of Work-Related Injuries and Illnesses
- 301 – Injury and Illness Incident Report

Safety Inspection

Office manager will be responsible for documenting the monthly safety inspections of the facility.

Inspection reports conducted by the company will be maintained in the main office for a minimum of 12 months.

Documentation of inspections will include

1. date of inspection,
2. name of inspector,
3. discrepancies found,
4. person responsible for corrections, and
5. estimated date of corrections.

Preventive Maintenance

Preventive maintenance is a schedule of planned inspections to prevent breakdowns and failures before they happen. The preventive maintenance program(s) will help lessen the chance of equipment failure. An effective preventive maintenance program will save productivity loss and costs associated unexpected equipment breakdown.

- Inspections will be performed at regularly scheduled times.
- Regular maintenance will be documented and tracked to completion.
- Workers will document damaged or worn parts or equipment that needs repair or replacement of parts *before* a failure or injury occurs.

First Aid

Each employee will receive training and instructions regarding the firstaid procedures that follow.

Emergency Phone Numbers

Safety Coordinator:	Poison Control:
First Aid Response:	Fire Department:
Ambulance:	Police:
Medical Clinic:	
Clinic Name/Address:	

Minor FirstAid Treatment

Firstaid kits will be kept in the janitor closet and in the service vehicles. If you sustain an injury or are involved in an accident requiring minor firstaid treatment,

- inform the supervisor,
- administer firstaid treatment to the injury or wound,
- indicate on the accident investigation report whether a first aid kit was used, and
- provide details for the completion of the accident investigation report.

Note: Access to a first aid kit is not intended to be a substitute for medical attention.

Nonemergency Medical Treatment

For nonemergency work-related injuries requiring professional medical assistance, management must first authorize treatment. If you sustain an injury requiring treatment other than first aid,

- inform the supervisor,
- proceed to the posted medical facility (management will assist with transportation, if necessary), and
- provide details for the completion of the accident investigation report.

Emergency Medical Treatment

For severe injuries requiring emergency treatment,

- call for help and seek assistance from a co-worker,
- use the emergency telephone numbers and instructions posted on the firstaid kit to request assistance and transportation to the local hospital emergency room, and
- provide details for the completion of the accident investigation report.

Emergency Preparedness

An Emergency Preparedness Plan will be established to assist in the safety of all employees, visitors, contractors, and vendors that may be present at the facility at the time of an emergency. This plan will be designed to effectively prepare for emergencies. An emergency may consist of, but is not limited to, any of the following:

- Fire
- Severe weather
- Medical emergencies
- Natural disasters
- Bomb threats
- Workplace violence
- Chemical/biological

The purpose of this plan will be to establish evacuation or shelter-in-place procedures in the event an emergency occurs. These plans will also assign managerial and employee actions for the various emergencies that can occur in the workplace. Careful planning can limit injuries and damage that can be sustained in an emergency.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Workers Compensation Group P O Box 410 Boca Raton, FL 33429-0410 Workers Compensation Group	561-392-3300	CONTACT NAME: Workers Compensation Group PHONE (A/C, No, Ext): 561-392-3300 E-MAIL ADDRESS: certs@workerscompgroup.com FAX (A/C, No): 561-361-1132
	INSURER(S) AFFORDING COVERAGE INSURER A : RetailFirst Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Overtime Bldg. Maintenance, Inc 1335 Okeechobee Road, #500 West Palm Beach, FL 33401	NAIC # 56174	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	520-42762	08/31/2017	08/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Port of Palm Beach 1 East 11th Street, Suite 600 Riviera Beach, FL 33404	PORTOPB	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	----------------	--

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM E-11**

PREPARED BY: Ken Hern Sr. Director Operations & Security June 14, 2018

SUBJECT: Hurricane Waterside Survey Contract

- **Ratification of Contract – Bowman Consulting**

BACKGROUND:

Port Staff with the approval of the Commission at the May 10th meeting, has entered into a contract with our CCNA approved survey consulting firm Bowman Consulting for Pre and Post Hurricane surveys. This contract supplements gaps in ACOE and NOAA survey response time.

These surveys are being closely monitored by the USCG, ACOE and NOAA, with our firm utilizing the latest multi beam technology. Not only will we be able to identify shoaling, but obstructions as well.

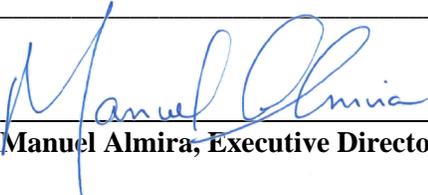
Pre-Natural Disaster Multi Beam Hydrographic Survey - \$13,910.58
Post-natural Disaster Multi Beam Hydrographic Survey - \$15,997.17 (per occurrence)

FINANCIAL IMPACT: This project will be funded out of the FY 2018 Operating Budget.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X _____

RECOMMENDATIONS: Port staff respectfully requests the Board of Commissioners to ratify this contract with Bowman Consulting.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN:	_____	
Approved:	_____	Motion By: _____
Disapproved:	_____	Seconded By: _____
Deferred To:	_____	Unanimous: Yes _____ No _____
Incorporated into Minutes:	_____	By: _____

May 15, 2018

Port of Palm Beach
Kenneth L. Hern
One east 11th Street, Suite 600
Riviera Beach, FL 33404

**Re: Port of Palm Beach, 2018 Hurricane Season (the “Project”)
Proposal to provide Surveying services (the “Proposal”)**

Dear Mr. Hern:

We are pleased to submit this Proposal to provide Surveying services for the above referenced Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto will constitute a binding agreement (the “Agreement”) between Bowman Consulting Group, Ltd. (“BCG”) and Port of Palm Beach (the “Client”).

Bowman Consulting Group (BCG) is pleased to provide this proposal to Port of Palm Beach for the 2018 Hurricane Season, Pre- and Post-Natural Disaster Hydrographic Surveying.

SCOPE OF SERVICES AND FEES

The scope of services (the “Scope”) and associated fees shall be as follows:

1. Secure sub-consultants:

- BCG. will enter into agreements with a minimum of two (2) sub-consultants that have the capability of providing hydrographic surveying services that meet the United States Army Corps of Engineers (USACE) standards for Hydrographic Surveying. **The purpose of having two (2) sub-consultants is for redundancy, in the event the first sub-consultant is unable to respond in the time allotted in a post-natural disaster situation. Only one sub-consultant shall have assets stored at the PORT during a storm event.**
- As per the PORT’s requirements, one of the two sub-consultants will have their vessel stored in a hurricane proof shelter either at or near the port and will commence the post-natural disaster hydrographic survey within twelve (12) hours of “all clear” being given by the PORT.
- A BCG. licensed surveyor will be on the sub-consultant’s vessel during the data acquisition portion of both the pre- and post-natural disaster Hydrographic Survey to oversee the process and assist as needed.

2. Pre-Natural Disaster/Hurricane Hydrographic Survey:

- As per the PORT’s requirements, within the month of May 2018, BCG. and one of the contracted sub-consultants will perform a “Pre-Natural Disaster Hydrographic Survey” of the Entrance Channel, Cut-1, Cut-2, North and South Turning basins and the three (3) slips, as shown on Exhibit A, to assess the current conditions and provide a baseline for comparison of post natural disaster conditions.
- All elevations will reference the Mean Low, Low Water Elevation (Port of Palm Beach requirement) and a conversion to the North American Vertical Datum of 1988 (NAVD 1988) will be provided.

- The final deliverable for this task will be a Hydrographic Survey as defined in Chapter 5J-17, Florida Administrative Code, of the Entrance Channel, Cut-1, Cut-2, North and South Turning basins and the three (3) slips

FEE: Unit Price of \$10,248.58 (One-time per calendar year)

3. Post-Natural Disaster Hydrographic Survey:

- After a storm event, within twelve (12) hours of the “all clear” being given by the PORT, BCG. and a sub-consultant will perform a “Post-Natural Disaster Hydrographic Survey” of the Entrance Channel, Cut-1, Cut-2, North and South Turning basins and the three (3) slips to assess the current conditions and to compare to the Pre-Natural Disaster Hydrographic Survey.
- All elevations will reference the Mean Low, Low Water Elevation (Port of Palm Beach requirement) and a conversion to the North American Vertical Datum of 1988 (NAVD 1988) will be provided.
- The final deliverable for this task will be a Hydrographic Survey as defined in Chapter 5J-17, Florida Administrative Code, of the Entrance Channel, Cut-1, Cut-2, North and South Turning basins and the three (3) slips. Elevations that will be displayed in red will indicate “HOT SPOTS” (elevations above the defined safe navigation elevation) as defined by the project manager for the PORT.
- To assist in expediting the opening of the shipping lanes into the PORT, preliminary data will be reviewed with key PORT personnel to evaluate potential hazard areas prior to the official survey of record being issued.

FEE: Unit Price of \$11,785.87/per occurrence = \$22,034.45

The above fees are based on a single beam echo-sounder project which was the format of previous post storm surveys that were performed for the PORT.

In the event the PORT opts for a multi-beam hydrographic survey of the described areas, the following is a list of equipment that the BCG team has available:

- Edgetech 6205 Multi Phase Echo Sounder 550/1600 KhZ;
- R2 Sonic 2024;
- Reson t50 or t20.

The fees for the multi-beam hydrographic surveys are as follows:

Pre-Natural Disaster Hydrographic Survey FEE: \$13,910.58 (One-time per calendar year)

Post-Natural Disaster Hydrographic Survey FEE: \$15,997.17 (Per occurrence)

Total FEE \$29,907.75

The PORT shall furnish BCG with a CADD base file containing all lot/parcel lines, easements, submerged land lease parcels and associated text that describes the parcels within the limits of the PORT. In additional, a “channel” file will also be supplied.

Appended to this proposal are letters of intent from two (2) sub-consultants and a sampling of equipment that will be utilized to perform the Hydrographic Surveys being requested.

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, client or regulatory requested revisions, additional meetings, regulatory changes, etc., Bowman will notify the client that additional scope of work and fees are required and will obtain the client's written approval prior to proceeding with any additional work.

In the event you wish to accept this proposal, please execute and return a copy to us. The individual executing this proposal represents and warrants that he/she has the authority to sign on behalf of the Port of Palm Beach.

Sincerely,
BOWMAN CONSULTING GROUP, LTD.

Richard E. Barnes, Jr., PSM
Project Manager

Port of Palm Beach. hereby accepts all terms and conditions of this Proposal and authorizes BCG to proceed with the Project.

PORT OF PALM BEACH

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

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EXHIBIT A





WHIDDEN SURVEYING & MAPPING, INC.
9200 Belvedere Road, Suite #114
Royal Palm Beach, Florida, 33411
561-790-5515 - Office
561-790-6557 - Fax

19Apr2018

Rick Barnes

Bowman Consulting

Stuart, FL

RE Port of Palm Beach Post-Hurricane Hydrographic Survey Event

Rick,

This letter serves as the Intent for Whidden Surveying & Mapping, Inc. (WSM) to perform a post storm hydrographic survey of the entrance channel, Cut-1, Cut-2, North and South Turning basins and the three (3) slips. Additionally, WSM shall have it's 23 foot survey vessel and other equipment delivered to the Port of Palm Beach prior to a hurricane storm event that is anticipated to have an impact on the Port of Palm Beach. WSM understands the Port will provide a secure facility for safe storage during the storm event.

Sincerely,

Whidden Surveying & Mapping, Inc.



WHIDDEN SURVEYING & MAPPING, INC.
9200 Belvedere Road, Suite #114
Royal Palm Beach, Florida, 33411
561-790-5515 - Office
561-790-6557 - Fax

19Apr2018

Utilizing HYPACK with Single-Beam Dual Frequency and Multibeam Fathometer

The WSM personnel is HYPACK Certified, and has decades of combined hydrographic surveying experience. **HYPACK** is used exclusively for the collection and processing of **single-beam dual frequency** bathymetric data. Echosounder data is streamed to HYPACK software on our vessels' rugged on-board computers via a 1GB Ethernet connection. RTK horizontal and vertical



positioning, heading data, and motion compensation are collected through serial connections. All positional and latency offsets applied to incoming data in HYPACK Hardware are precisely measured from multiple positions using our Trimble SX-10 laser scanner. Data timing is enhanced using a HYPACK 1PPS box, and is confirmed using the ZDA and Latency Test utilities. HYPACK Single Beam Editor and Sounding Selection are used for data processing. The high frequency (200KHz) data measured by our dual frequency echosounders represents the sea (or lake, etc...) bottom surface, while the low frequency (24KHz) penetrates muck and other soft material to represent hard bottom. The HYPACK Echogram feature in Single Beam Editor allows for a more comprehensive method of data interpretation than soundings alone, and can be used to differentiate errant soundings caused by air, vegetation, and marine wildlife from actual sub-surface features.

WSM uses **HYPACK / HYSWEEP** exclusively for **multibeam surveying**. For projects that have required multibeam data collection, WSM uses R2 Sonic 2022 and 2024 broadband high resolution echosounders. Interferometric systems produced by Klein, Edgetech, and Odom were tested by WSM hydrographers and found to produce lower quality data, possibly suitable for low priority survey areas. WSM uses integrated positioning / motion compensation systems such as the Applanix POS-MV or Coda Octopus F180 for multibeam surveys. As with our single beam survey systems, offsets are precisely measured from multiple positions using the Trimble SX-10 laser scanner. Single beam data comparisons

and patch testing are always performed before multibeam survey data collection, pursuant to USACE Hydrographic Surveying Manual EM 1110-2-1003. Multibeam data are edited using **Hysweep** Editor and exported in the format and point density as per client request. Sound velocity profiles are always measured and applied to multibeam survey data. WSM personnel have performed multibeam surveys in many canals, ports, and lakes, in addition to out of state and international locations. WSM is capable of performing multi-beam hydrographic surveys from either its 16 foot G-3 or 23 foot Hanco survey vessels. These vessels and their trailers are continuously serviced and maintained to ensure rapid response to any project within the Jacksonville District.

RTK GPS Horizontal and Vertical Positioning of Vessel

WSM has used RTK techniques for horizontal and vertical positioning on numerous hydrographic survey projects. RTK base data is collected via a Trimble R8 model 3 receiver on a 2 meter fixed height tripod, or from an established site base tied to NGS and project control. RTK corrections from the base are broadcast by Trimble HPB 450 MHz radio, or transmitted by an Intuicom RTK bridge cellular network, the best method being determined by site conditions such as radio interference and cellular network availability. RTK positional accuracy is always checked to NGS and/or site control before data collection. On the survey vessel, RTK corrections are received by a Trimble SPS 852 and SPS 552H precision heading bundle. NMEA GGK (Trimble proprietary) ellipsoid based positional data, VTG velocity, ZDA and 1PPS timing information are provided to the HYPACK computer via the SPS 852. The SPS 552H adds precision heading, accurate to 0.1 degree to aid in navigation and properly apply heave, pitch, and roll corrections from the IMU. All vessel GPS offsets are precisely measured to the antenna phase center. The IMU is mounted at the vessel's water line and is the origin (0,0,0) for all offsets applied in HYPACK Hardware. Transducer offset is applied in HYPACK Hardware. HYPACK tide corrections are always verified by independent RTK measurements at the vessel before data collection. Transducer bar check and sound velocity profile data is also collected as required by project specifications. These methods have been used to conduct beach profile surveys all along Florida's coastline, including all of Brevard and Dade counties, West Palm Beach, Sebastian, Jupiter, Fort Pierce, Boynton, Delray, Boca Raton, Venice, Estero, Sanibel, Sarasota, etc... Our smaller inland vessels are equipped to employ the aforementioned hardware, or can use a single Trimble R8 RTK receiver for positioning as deemed necessary by project specifications.

A Minimum of One 12 to 19 ft Inland Hydrographic Survey Vessel with Trailer and One 20 to 30 foot Offshore Hydrographic Survey Vessel with Trailer is Required

WSM conducts offshore operations using our 23 foot closed cabin survey vessel "Sounds Good II", custom built by Hanco Manufacturing in Morgan City, Louisiana. Our vessel features integral mounts for GPS antennas, transducers, and IMU, as well as added safety features for buoyancy, stability, and maneuverability. "Sounds Good II" provides a combination of offshore capability with a relatively shallow draft needed for near shore operations. The WSM fleet contains a pair of 16 ft aluminum survey vessels, a shallow V-bottom G-3 for canals and smaller lakes, and a deep V-hull Sylvan for rougher inland waters. Also included in the

WSM fleet are 10 and 12 ft jon boats, an aluminum airboat, and a Marshmaster. WSM also has a fabrication shop capable of producing mounting hardware for vessels of opportunity.

Comprehensive Use of HYPACK for Acquisition and Processing of Multibeam Data. Specialized Experience in Side Scan Sonar, Sub-Bottom Profiling, and Magnetometry



WSM uses HYPACK / HYSWEEP exclusively for multibeam surveying. For projects that have required multibeam data collection, WSM uses R2 Sonic 2022 and 2024 broadband high resolution echosounders. Interferometric systems produced by Klein, Edgetech, and Odom were tested by WSM hydrographers and found to produce lower quality data, possibly suitable for low priority survey areas. WSM uses integrated positioning / motion compensation systems such as

the Applanix POS-MV or Coda Octopus F180 for multibeam surveys. As with our single beam survey systems, offsets are precisely measured from multiple positions using Trimble robotic total stations. Single beam data comparisons and patch testing are always performed before multibeam survey data collection, pursuant to USACE Hydrographic Surveying Manual EM 1110-2-1003. Multibeam data sets are edited using Hysweep Editor and exported in the format and point density as per client request. Sound velocity profiles are always measured and applied to multibeam survey data. WSM personnel have performed multibeam surveys in several Florida ports, in addition to out of state and international locations.

WSM is working under an existing USACE Contract, a General Engineering and Professional Services, Surveying & Mapping Contracts with the SFWMD and a FDEP Statewide Surveying Services Contract. Under these contracts, we have acquired hydrographic data on thousands of linear miles of coastal areas, conveyance canals, rivers and other navigable water bodies.

WSM's HYDROGRAPHIC SURVEY EQUIPMENT

Manufacturer	Model	Ownership
FATHOMETERS		
Ross	825b	WSM, Inc.
Odom	CV-100	WSM, Inc.
TRANSDUCERS		
Odom	Dual Frequency 28/200 kHz	WSM, Inc.
Odom	200 kHz	WSM, Inc.
TIDE GAUGES		
Water Level Logger	WL16U-015-025	WSM, Inc.
Water Level Logger	WL16U-015-025	WSM, Inc.
Unabara-HydroBar	sound velocimeter	WSM, Inc.
DMS3-10	Dynamic motion sensor	WSM, Inc.

Sincerely,
Whidden Surveying & Mapping, Inc.





Olin Hydrographic Solutions, Inc.

Consulting Engineering, Surveying & Mapping, and Environmental Services
16334 Port Dickinson Dr. Jupiter FL 33477
Office (305) 619 2800; Fax (305) 860 4411
www.olinhydrographic.com

Bowman Consulting

4/27/2018

Rick Barnes

LETTER OF INTENT

Based upon our discussions regarding Port of Palm Beach Emergency Hydrographic Surveys, my team and I are pleased to represent that we have the equipment, expertise and availability to provide hydrographic services to Bowman Consulting and the Port of Palm Beach on an emergency as-needed basis.

Our survey vessel is located in Jupiter Florida on a trailer and is equipped with the following:

- SonarMite MILSPEC 200Hz Singlebeam Transducer
- Trimble AG132 DGPS
- R8 RTK GPS
- TSC II Data Collector
- Panasonic Toughbook with Hypack 2015
- Digibar Pro DB1200

The following is a summary of the services our company can supply:

- Conduct non-emergency hydrographic surveys
- Conduct emergency hydrographic surveys in anticipation of tropical storm and hurricane landfall
- Provide volume computations based on pre- and post-storm survey data.

We thank you for this opportunity to furnish this letter of intent regarding Olin Hydrographic Solutions supplying professional hydrographic survey services to Bowman Consulting and the Port of Palm Beach. We look forward to working with you.

Sincerely,

OLIN HYDROGRAPHIC SOLUTIONS, INC.

David Olin, P.E.
President

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**DISTRICT REPORTS
ITEM F-1**

PREPARED BY: Manuel Almira Executive Director June 14, 2018

SUBJECT: **Executive Director's Report**

BACKGROUND: An outline of the topics to be reported on at the June 14, 2018 Regular Board Meeting is attached for your review.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: N/A

RECOMMENDATIONS: Informational Item Only.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____	
Approved: _____	Motion By: _____
Disapproved: _____	Seconded By: _____
Deferred To: _____	Unanimous: Yes _____ No _____
Incorporated into Minutes: _____	By: _____

**PORT OF PALM BEACH DISTRICT
EXECUTIVE DIRECTOR'S REPORT
BOARD OF COMMISSIONERS MEETING
June 14, 2018**

Around the Port

- Capital Program Update
 - Once a year, I like to provide an update on all Port Capital Programs. Currently we have five programs that require our focus. They are:
 - MOB Teardown
 - Annex Property
 - Berth 1
 - Rail Expansion
 - Passenger Loading Bridge
 - I would like to request Carl Baker to come to the podium to present where we are and where we are going.
 - On Tuesday, June 12, a meeting was held with the Port and the City of Riviera Beach to discuss two topics: Annex and the Interlocal Agreement.

- On May 15, a presentation and tour was provided to approximately 25 students from Austria who are attending Rinker School of Business at Palm Beach Atlantic University. These attendees were Grad and Post-Grad students.
 - ** Note: Year to date - We have held 20 presentations at the Port which is equal to all of last year.

- Customs & Border Protection Passenger Processing
 - Currently several major airports and seaports are initiating a new process to speed up passenger processing which involves facial recognition. A meeting was held with Diane J. Sabatino, Director of Field Operations. Participating entities would be required to purchase, run and repair the equipment. Several questions / concerns.
 - This could be coming to a Port near you!

- Our own Communications Manager Aidy Alonzo received word on June 1 that all three entries submitted for the 2018 AAPA Communications Awards were chosen as winners. The categories are:
 - Social Media – Award of Excellence
 - Website – Award of Distinction
 - Advertisements – Award of Distinction

The annual AAPA Communications Awards program has recognized excellence in port communications since 1966.

Events

- AAPA – Commissioners Seminar – Montreal, Canada – June 19-21, 2018

- Florida Ports Council Annual Board Meeting – St. Petersburg, FL – September 5-6, 2018

- AAPA – 107th Annual Convention – Valparaiso, Chile – October 7-10, 2018

**Port of Palm Beach
Engineer's Report
Commission Meeting | June 14, 2018**

Berth 17 and Paving Project

During the May 23 Board Continuation Meeting, the Board approved Amendment #1 to the Fixed Price Construction Contract Between the Port of Palm Beach District and the LM Heavy Civil, LLC. Section 4 of the Amendment #1, Exhibit C, includes a new schedule to complete the remaining work by the Contractor. The Contractor shall take all reasonable measures to complete the remaining work by the dates indicated on the Schedule. The New Schedule indicates a Substantial Completion Date of September 15, 2018, and a new Final Completion Date of October 2, 2018. The execution of the Amendment does not constitute a time extension, and shall be without prejudice to either party on the issue of entitlement of Owner to liquidated damages, applicable to the period before, during or after the period covered by the schedule.

Regarding the dolphin structures, Section 5 of the Amendment, indicates that the Owner shall have the right to require that the Contractor demolish and rebuild the West (inner) Dolphin Structure, which the Contractor shall promptly commence reserving all rights to claim additional Cost of Work or time, if applicable, for such Work subject to rights under the terms of the Contract. On May 15, 2018, AECOM, the Engineer of Record, provided comments to the second Repair plan submitted by LMH for the concrete defects of the West Dolphin Structure. The recommendations were discussed and explained by AECOM to LMH and their contracted Repair Structural Engineer, Roger Baber. AECOM's structural engineer, John Carel, indicated the information that shall be included as part of the Repair Plan in order to be acceptable. Roger Baber agreed to all recommendations and indicated that a revised plan will be submitted next Monday, May 28, for final approval. As of the date of this report (June 6, 2018), LMH has not submitted a Revised Repair Plan for the Concrete Defects of the West Dolphin Structure.

In relation to the East (outer) Dolphin Structure, the Contractor indicated that they are entitled to additional compensation for the installation of the additional piles as a structural remediation to meet design requirements. The Engineer of Record, AECOM, indicated that the Contractor is responsible to perform the work in accordance with the contract requirements, which specifically included achieving the design loading criteria for each pile regardless of the type of pile and LMH has not fulfilled its contractual responsibilities related to dolphin piles. AECOM has denied claims for additional costs presented by LMH. LMH has not provided any formal response to AECOM's claim evaluation. Section 9 of the Amendment #1, Exhibit F, includes Change Order #4 for the construction Work related to the Installation of Two Additional piles to the Dolphin Structure in order to meet the required, designed requirements. The Change Order is without prejudice to the Owner's right under the Contract, and without waiver of any claim under that Contract by Owner against LMH. The Contractor shall be paid for the Cost of the Work, and a Contractor's fee for the Work. All cost shall be subject to evaluation and shall be completed in the most reasonably economical and effective way possible. The Change Order Amount will be the sum of cost, overhead and profit, but in no event be more than \$250,000. The Contractor has to order the new steel piles within 6 days of the Amendment execution date of May 29, 2018, and the concrete dolphin structure shall be completed by the August 28, 2018, as indicated in the New Schedule.

On the upland side, the site subcontractor continues the work related to the sub-base preparation for the asphalt and concrete pavements. Activities related to surface pavements have been started, but are behind schedule. The New Schedule indicates that the placement of Hot Mix Asphalt will be completed by June 7, but it is still pending. While the electrical work related to the installation of the Shore Power Station 5, is scheduled to be performed from June 1 through June 7, the electrical subcontractor has not begun working yet.

The last pay application processed by the Port was the working period of November 2017, which was notarized and submitted by the contractor on April 12, 2018. As of November 2017 pay application, LMH invoices indicate that approximately 86% (\$8,906,621.61 to date / \$1,391,684.49 balance of approved modified Contract amount) of the work is complete to date, and a total retainage to date of \$890,662.16. The contractor has not submitted the invoices for the working periods of December 2017, January 2018, February 2018, March 2018, April 2018 and May 2018.

MOB Demolition and Cargo Area Improvement Project

CH2M submitted the final 100% Bid Ready completed package and Bid process began. The Bid Phase schedule is the following:

1. Project was advertised for Request for Bids Proposal on Sunday, April 22, 2018 in the Palm Beach Post.
2. Documents were available to be downloaded from the Port's website by interested bidders on Monday, April 23, 2018.
3. Mandatory Pre-Bid Conference meeting and Site Visit was held on Monday, April 30, 2018.
4. Final Date for Submission of Sealed Bids will be on May 23, 2018 until 2:00 p.m.
5. Bid proposals review by Port's staff and CH2M (Engineer of Record) will begin on May 24, 2018.
6. CH2M and Port's Staff will review, evaluate bids and recommend the Board for Contract Award on the June 14, 2018 Board Meeting.

Main Rail Spur Improvement Phase 1

At the October 2017 meeting, the Board of Commissioners approved the Port's Executive Director to execute the Contract Award for the On-Port Rail Facility Expansion Project Phase One construction project to González and Sons Equipment, Inc., lowest responsive and responsible bidder, in the amount of \$971,154.96.

- Contract Amount: \$975,154.96
- Contract Executed: December 15, 2017.
- Notice to Proceed: January 2, 2018.
- Construction Time: 220 days
- Project Completion Date: August 2018.

Contractor completed the removal of existing rail, completed the subgrade preparation, and installed new concrete ties and rail tracks for Spur #1. A new switch was installed at the connecting location between the FEC and the Port, and the new Spur #1 track was put into service. Once the new Spur #1 was back on services, the Contractor began the work on Spur #2. All removal of existing rail and installation of new track rail on Spur #1, is being performed during Port Rail Non-Operational hours. Contractor will perform and complete the Spur #1 work at night after Rail Operations are completed for the business day.

The contractor also completed the construction and installation of rail crossing signage equipment on Avenue E. The final electrical connection of the signage equipment by FPL will be completed once the electrical conduit work is certified by the City inspector. The Electrical Contractor building permit is awaiting approval by the City of Riviera Beach.

Maintenance Dredging of the Channel and Turning Basing - US Army Corps of Engineers

- US ARMY CE awarded a Contract for the Palm Beach Harbor Channel Emergency dredging.
- Dredging Contract details:
 - Contractor: Cashman Dredging and Marine Contracting, Co., LLC - Quincy, MA
 - Contract Amount: \$580,650.00
 - Dredging Depth: 35 feet plus 2 feet allowable overdepth.
 - Dredging Equipment: Hopper
 - Estimated Volume: 16,000 cubic yards.
 - Contract Duration: 14 Calendar Days.
 - Expected Equipment Mobilization: Sunday, June 10, 2018.
 - Expected Dredging Start Date: Monday, June 11, 2018.

Berth 1 Bulkhead Improvement Project

- Permits:
 - FDEP and US Army Corps of Engineers permit has been approved and received.
 - Approved permit received. March 28, the US Army Corp of Engineers issued a letter for the authorization by Nationwide Permit (NWP) Number 3 for the *Berth 1 Bulkhead Reconstruction* project under the file number SAJ-1990-03372(NW-LCK).
 - As part of the special conditions for the verification, a coral relocation must be completed of all healthy stony corals greater than 10 centimeters in diameter through a mitigation process.
 - Based on the coral survey report prepared by Coastal Eco-Group Inc for CH2MHill, there is an estimated potential total of 313 colonies over 10 centimeters, which will be required to be relocated to a mitigation reef prior to the reconstruction of the Berth.
 - The Port and CH2M will identify the potential receiver sites for the coral relocation, like the Town of Palm Beach's mitigation reef or to an alternate artificial reef receiver site, and the cost associated with this mitigation.
 - Port's staff and the Town's Coastal Program Manager, Robert Weber, are working on an interlocal agreement to allow corals to be removed from the Berth 1 bulkhead wall structure and be transplanted to the Town's coral nursery.
 - On the June 2018 Board Meeting, Port Staff is requesting authorization to advertise for Request for Qualifications for Firms to prepare the Final Design and Construction documents, provide Bidding Services and Construction Management for the Bulkhead Replacement project.

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**DISTRICT REPORTS
ITEM F-3**

PREPARED BY: Venice Howard District Clerk/Records Administrator June 14, 2018

SUBJECT: **GOVERNMENTAL AFFAIRS REPORT**

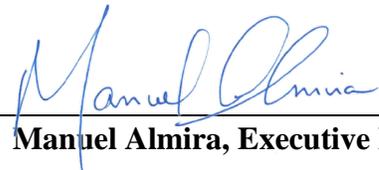
BACKGROUND: For your review and discussion, attached is a copy of the Governmental Affairs Report provided by Mr. Richard Pinsky.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: N/A

RECOMMENDATION: None. Informational Item Only.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____



Port of Palm Beach Governmental Affairs Report

June 14, 2018

Governor's Job Growth Grant Fund

Gov. Rick Scott has just two weeks left to spend \$16.6 million in economic-development money. On May 30th, the governor's office announced six projects that will collectively receive \$9.8 million from the Florida Job Growth Grant Fund.

For the total \$85 million available, the Department of Economic Opportunity received 246 applications, collectively seeking \$866 million in assistance.

Applicants that failed to get awards will have to reapply for next fiscal year's which has a new \$85 million dollars available, beginning July 1, 2018.

The latest project recipients were:

- Eastern Florida State College, for aerospace and advanced manufacturing training, \$3.79 million.
- St. Johns River State College, to expand advanced manufacturing and robotics training, \$1.38 million.
- Florida State College at Jacksonville, to bolster the Northeast Florida Advanced Manufacturing & Logistic Job Growth program, \$710,352.
- Florida Gateway College in Lake City for aviation-maintenance and mechanic-training programs, \$860,000
- Charlotte County road and infrastructure improvements at Punta Gorda Interstate Airport Park, \$800,000.
- Baker County, creating an access road to the Woodstock Industrial Park, \$2.3 million dollars.

Port of Ft. Pierce

The Board of Commissioners of St. Lucie County, Florida recently issued a Request for Qualifications ("RFQ"), seeking interested parties to enter into a long-term agreement for the operation and development of the Port of Fort Pierce.

The County's goal is to select an operator to develop a world-class facility that would likely include a commercial marine facility focusing on the maintenance, repair, and refit of superyacht recreational vessels with wet slips, dry space and equipment to lift vessels on land for servicing, that will create well-paying jobs, and a wave of economic activity throughout the region.

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**DISTRICT REPORTS
ITEM F-4**

PREPARED BY: Venice Howard District Clerk/Records Administrator June 14, 2018

SUBJECT: **Commissioner's Report**

BACKGROUND: Commissioner Waldron will provide an oral report on the Commerce Park development efforts.

ADDITIONAL INFORMATION ATTACHED: No X Yes

FINANCIAL IMPACT: N/A

RECOMMENDATIONS: Informational Item Only.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____

Disapproved: _____

Deferred To: _____

Incorporated into Minutes: _____

Motion By: _____

Seconded By: _____

Unanimous: Yes No

By: _____

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**OLD BUSINESS
ITEM G-1**

PREPARED BY: Manuel Almira Executive Director June 14, 2018

SUBJECT: Peanut Island Update

BACKGROUND:

Members for the Task Committee have been determined. We are currently waiting for Eric Call, Parks and Recreation, to return from vacation to schedule the first official Task Meeting.

Members are:

- Karen Marcus, Palm Beach Civic Association
- Eric Call, Director of Parks and Recreation
- Mark Crosley, Executive Director of FIND (Florida Inland Navigation District)
- Manuel Almira

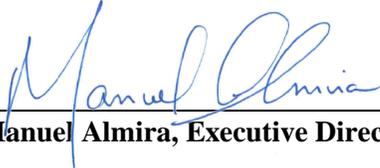
Quotes were received by service providers and a PO has been issued to Nozzle Nolen. We are currently in discussion with Beyel Brothers to contract a barge and crane to mobilize all equipment to the island to complete this service. Our estimated start date is mid-July.

ADDITIONAL INFORMATION ATTACHED: No Yes

FINANCIAL IMPACT: N/A

RECOMMENDATION: The Board of Commissioners is respectfully requested to listen to the oral presentation and take whatever action is appropriate.

Respectfully Submitted By:



Manuel Almira, Executive Director

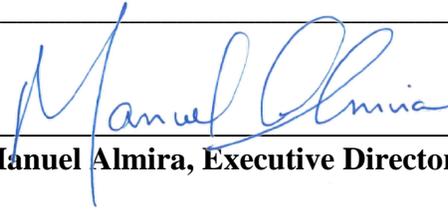
DATE ACTION TAKEN:

Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

RECOMMENDATION: The Port of Palm Beach Staff recommends that the Board authorize Executive Director to enter into a construction contract with West Construction, Inc. for \$3,232,808.00 and a work order with CH2MHill for Construction Engineering Services in the amount of \$421,680 for the MOB Project.

Respectfully Submitted by:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____

Disapproved: _____

Deferred To: _____

Incorporated into Minutes: _____

Motion By: _____

Seconded By: _____

Unanimous: Yes _____ No _____

By: _____

**PORT OF PALM BEACH
MOB DEMOLITION AND CARGO YARD CONVERSION PROJECT**

		WEST CONSTRUCTION	ROSSO SITE DEVELOPMENT, INC.	ROSSO VS WEST
III. BID PROPOSAL				
A. PRE-DEMOLITION ABATMENT				
1. ABATMENT OF ACM, LBP AND OTHER HAZARD.	\$	56,000.00	\$ 52,500.00	\$ (3,500.00)
B. BUILDING DEMOLITION AND SITE WORK				
1. BUILDING/FOUNDATION AND SITE DEMOLITION	\$	258,720.00	\$ 208,669.65	\$ (50,050.35)
2. PAVEMENT REMOVAL AND REPLACEMENT	\$	1,024,796.00	\$ 1,066,075.08	\$ 41,279.08
3. UTILITY RELOCATIONS	\$	63,840.00	\$ 90,069.07	\$ 26,229.07
4. UTILITY VAULT AND CONDUIT INSTALLATION	\$	505,240.00	\$ 430,602.90	\$ (74,637.10)
5. DRAINAGE IMPROVEMENTS	\$	445,760.00	\$ 450,035.10	\$ 4,275.10
6. LIGHTING	\$	183,433.00	\$ 163,322.91	\$ (20,110.09)
7. FENCING	\$	68,555.00	\$ 78,572.19	\$ 10,017.19
8. PAVEMENT STRIPING	\$	9,536.00	\$ 10,093.08	\$ 557.08
SUBTOTAL	\$	2,615,880.00	\$ 2,549,939.98	\$ (65,940.02)
C. GENERAL				
1. MOBILIZATION/DEMOBILIZATION	\$	50,000.00	\$ 455,215.46	\$ 405,215.46
2. GENERAL CONDITIONS	\$	406,928.00	\$ 121,445.01	\$ (285,482.99)
a1. Hazardous waste indemnification	\$	1,000.00		
a2. General indemnification	\$	1,000.00		
b. General Owner Contingency Allowance	\$	75,000.00		
c. Riviera Beach Permit/Health Department				
SUBTOTAL	\$	456,928.00	\$ 576,660.47	\$ 119,732.47
SUBTOTAL	\$	3,072,808.00	\$ 3,126,600.45	\$ 53,792.45
IV. CONTINGENCIES				
CONTINGENCY FOR ADDITIONAL ABATMENT - HAZARDOUS MATERIALS	\$	10,000.00	\$ 10,000.00	\$ -
CONTINGENCY FOR ADDITIONAL UTILITY RELOCATION /MODIFICATION	\$	150,000.00	\$ 150,000.00	\$ -
CONTINGENCY SUBTOTAL	\$	160,000.00	\$ 160,000.00	\$ -
CONTRACTOR BID AMOUNT	\$	3,232,808.00	\$ 3,286,600.45	\$ 53,792.45

**PORT OF PALM BEACH
MOB DEMOLITION AND CARGO YARD CONVERSION PROJECT**

		WEST CONSTRUCTION	ROSSO SITE DEVELOPMENT, INC.	ROSSO VS WEST
I. EXISTING UTILITY RELOCATIONS	VENDOR	DESCRIPTION	AMOUNT	AMOUNT
	FLORIDA POWER & LIGHT	RELOCATION OF EXISTING POWER LINES	\$ 138,589.62	\$ 138,589.62
	COMCAST	PULL FIBER OPTIC CABLE, PROVIDE PULL BOXES. AND SPLICE FIBER	\$ 14,155.30	\$ 14,155.30
	CROWN CASTLE FIBER	REMOVE AERIAL FIBER OPTIC CABLE AND PLACE NEW INNER-DUCT AND FIBER OPTIC CABLE I	\$ 38,539.00	\$ 38,539.00
	NETPHONE COMMUNICATIONS INC	INSTALLATION OF 12 STRAND SINGLE MODE FIBER	\$ 94,149.82	\$ 94,149.82
	TOTAL UTILITY RELOCATION COST		\$ 285,433.74	\$ 285,433.74
	II. CONSTRUCTION ENGINEERING SERVICES			
	CH2M-JACOBS	DESIGN AND PERMITTING SERVICES	(1) \$ 301,349.00	\$ 301,349.00
	CH2M-JACOBS	BIDDING SUPPORT SERVICES	(1) \$ 14,500.00	\$ 14,500.00
	CH2M-JACOBS	CONSTRUCTION ENGINEERING AND INSPECTION	\$ 421,680.00	\$ 421,680.00
	TOTAL ENGINEERING SERVICES COST		\$ 737,529.00	\$ 737,529.00
	III. BID PROPOSAL			
	A. PRE-DEMOLITION ABATMENT			
		1. ABATMENT OF ACM, LBP AND OTHER HAZARD.	\$ 56,000.00	\$ 52,500.00
	B. BUILDING DEMOLITION AND SITE WORK			
		1. BUILDING/FOUNDATION AND SITE DEMOLITION	\$ 258,720.00	\$ 208,669.65
		2. PAVEMENT REMOVAL AND REPLACEMENT	\$ 1,024,796.00	\$ 1,066,075.08
		3. UTILITY RELOCATIONS	\$ 63,840.00	\$ 90,069.07
		4. UTILITY VAULT AND CONDUIT INSTALLATION	\$ 505,240.00	\$ 430,602.90
		5. DRAINAGE IMPROVEMENTS	\$ 445,760.00	\$ 450,035.10
		6. LIGHTING	\$ 183,433.00	\$ 163,322.91
		7. FENCING	\$ 68,555.00	\$ 78,572.19
		8. PAVEMENT STRIPING	\$ 9,536.00	\$ 10,093.08
		SUBTOTAL	\$ 2,615,880.00	\$ 2,549,939.98
	C. GENERAL			
		1. MOBILIZATION/DEMOBILIZATION	\$ 50,000.00	\$ 455,215.46
		2. GENERAL CONDITIONS	\$ 406,928.00	\$ 121,445.01
		a1. Hazardous waste indemnification	\$ 1,000.00	
		a2. General indemnification	\$ 1,000.00	
		b. General Owner Contingency Allowance	\$ 75,000.00	
		c. Riviera Beach Permit/Health Department		
		SUBTOTAL	\$ 456,928.00	\$ 576,660.47
		SUBTOTAL	\$ 3,072,808.00	\$ 3,126,600.45
	IV. CONTINGENCIES			
		CONTINGENCY FOR ADDITIONAL ABATMENT - HAZARDOUS MATERIALS	\$ 10,000.00	\$ 10,000.00
		CONTINGENCY FOR ADDITIONAL UTILITY RELOCATION /MODIFICATION	\$ 150,000.00	\$ -
		CONTINGENCY SUBTOTAL	\$ 160,000.00	\$ -
		CONTRACTOR BID AMOUNT	\$ 3,232,808.00	\$ 3,286,600.45
		TOTAL PROJECT COST	\$ 4,255,770.74	\$ 4,309,563.19
		BUDGET	\$ 4,000,000.00	\$ -
		DIFF	\$ (255,770.74)	\$ (53,792.45)
		TOTAL PROJECT COST	(2) \$ 4,255,770.74	\$ 4,309,563.19
				\$53,792.45

**NOTE: (1) OMITTED UN ERROR.
(2) REVISED COST.**



550 W. Cypress Creek Road
Suite 400
Ft. Lauderdale, FL 33309
O 954/ 351-9256
F 954/ 772-2626
www.ch2m.com

**PORT OF PALM BEACH DISTRICT
CONSULTANT WORK ORDER
PREPARED BY CH2M**

WORK ORDER NO: 2018-02

JOB NAME: Maritime Office Building (MOB) Demolition and Cargo Yard Conversion –
Construction Administration Services

THIS WORK ORDER IS ISSUED BY THE PORT OF PALM BEACH (CLIENT) PURSUANT TO THE MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CH2M HILL ENGINEERS, INC.(CONSULTANT) AND THE PORT OF PALM BEACH (CLIENT) – CONTRACT 1, DATED MARCH 11, 2008, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE FOR THE BELOW SERVICES:

SCOPE OF WORK

The CONSULTANT has prepared plans and specifications and assisted CLIENT with bidding services for the referenced project.

Pursuant to a request by CLIENT, this Work Order for the CONSULTANT is for construction administrative support services based on the assumption that a qualified contractor will be selected by the CLIENT to perform the construction effort..

A. CONSTRUCTION ADMINISTRATION SUPPORT

- 1) Contract Set Development - Develop a Contract Set of Drawings and Project Specifications in electronic format for delivery to the Port of Palm Beach for the Port Attorney's review and comment including:
 - a) Incorporating Addendum Items into the Bid Set of drawings and inserting updated drawing sheets to create a "CONTRACT SET" of drawings.
 - b) Incorporating Addendum Items into the Bid Set of Specifications and inserting updated Specifications sections to create a "CONTRACT SET" of Project Manuals.
 - c) Coordinating with the Contractor and Port to retrieve the necessary Insurance, Bonding and Contract Requirements to develop a Draft Contract to be incorporated into the Project Manual.
 - d) Once the Port Attorney approves the Draft, deliver three (3) hard copy sets of each package of the Project Manual and Contract Drawings to the Contractor for signatures after incorporating the Port Attorney's comments.

PORT OF PALM BEACH DISTRICT
ENGINEERING WORK ORDER

2018-01: Maritime Office Building –
Construction Administration Phase Services

Page 2 - (cont'd)

- 2) Provide office support as necessary to assist the Port of Palm Beach Director of Engineering and Maintenance in managing the Contractor during construction, including:
 - a) Review Change Orders proposals prepared by the Contractor and prepare the official Change Order for processing by the Port. Estimated six (6) Change Orders.
 - b) Review Pay Applications submitted by the Contractor and provide payment recommendations,
 - c) Review monthly schedule updates by contractor for impacts to critical path and overall completion milestones associated with construction status observed during field visits,
 - d) CONSULTANT in its capacity as Engineer of Record will review change conditions claims submitted by the contractor for justification in accordance with the construction contract terms and conditions and present recommendations to the CLIENT. CONSULTANT will include when appropriate, recommendations for claim prevention and mitigation,
 - e) Drawing and design clarification and RFI responses.
 - f) Prepare monthly project payment and progress status updates to support CLIENT Board of Commissioners meetings.
- 3) Conduct a pre-construction meeting with the Port's Director of Engineering and Maintenance, CONSULTANT's Project Manager, the Contractor and interested impacted tenants (to be determined by the Port) present. Items such as important design and construction issues, deadlines, observation scheduling and submittal requirements shall be discussed in this meeting based upon a pre-established agenda.
- 4) Conduct weekly Construction Project meetings at the project site using a standard Agenda. CONSULTANT's Project Manager or designee will conduct the meetings.
- 5) Prepare meeting minutes for Construction progress meeting.
- 6) Review shop drawing and requested Contractor submittals.
- 7) Provide site visits during construction (with up to three (3) visit per week for up to 52 weeks) beyond the progress meetings (4 hours max per visit including travel to site) to assist in resolving construction issues, conflicts or milestones. The On-Site Representative will prepare a field observation report of the project's related work after each site visit and submit them weekly to the Port's Director of Engineering and Maintenance including but not limited to, concrete pours, pre-demolition review, and site layout review.

PORT OF PALM BEACH DISTRICT
ENGINEERING WORK ORDER

2018-01: Maritime Office Building –
Construction Administration Phase Services

Page 3 - (cont'd)

- 8) On formal notice of Substantial Completion by Contractor to the Port of Palm Beach, CONSULTANT will provide up to a three (3) hour walk-through of the project site to establish Substantial Completion punch list items. Items will be merged by CONSULTANT with Port of Palm Beach staff punch list items and formerly presented in tabular format for contractors to address. CONSULTANT will issue a report of discrepancies found and a recommendation to Port of the status of the project. CONSULTANT will review AS-BUILTS provided by contractor for general conformance to design requirements and specifications.
- 9) Upon notification by the Contractor to the Port of Palm Beach the Substantial Completion punch list items have been completed or addressed, CONSULTANT will provide a Final review of the completed construction to establish Final Completion punch list items (if any). CONSULTANT will provide up to a two (2) hour walk-through to determine final completion. Should additional punch list items be discovered or old punch list items be discovered to not be completed, these items will be formally presented in tabular format for the Contractor to address. CONSULTANT will issue a report of discrepancies found and a recommendation to Port of the status of the project.

TIME OF COMPLETION

The Scope of Work will be completed in the following time frame from the date of issuance of a Notice to Proceed, but is subject to exceptions for delays, which are beyond the control of CONSULTANT.

- A. Construction Administrative support is estimated to require 14 months (12 months construction period).

EXCLUSIONS AND BASIS OF SCOPE ITEMS

The following items are not included as part of this Work Order but can be provided as additional services at hourly cost plus for labor and expenses at cost if authorized:

- A. Geotechnical investigations and field work.
- B. Survey or related field work.
- C. Utility location services.
- D. Full time construction observation services.
- E. Materials testing or other field testing services.
- F. Permitting fees.
- G. Environmental remediation assessments, investigations or permitting requirements for issues discovered during construction.

FEES TO BE PAID

CONSULTANT will be compensated under the terms of the **Master services Agreement for Professional Services between CH2M HILL and the Port of Palm Beach.** Compensation Budget for CONSULTANT in not to exceed with the following summary:

SCOPE ITEMS A – CONSTRUCTION ADMIN. SUPPORT \$421,680.00
Total **\$421,680.00**

The Authorized Representatives designated below are authorized to act with respect to the Work Order. Communications between the parties shall be between parties and their consultants or subcontractors shall be through the Authorized Representatives:	
For CH2M:	For the Client:
Name: CH2M	Name: Port of Palm Beach District, a Special Taxing District of the State of Florida
Address: 550 W. Cypress Creek Road, Suite 400 Ft. Lauderdale, Florida 33309	Address: 1 East 11 th Street Riviera Beach, Florida 33404
Telephone: 954.351.9256	Telephone: 561.383.4100

This Work Order No. 2018-01 is effective this (date)	
Accepted for CH2M HILL Engineers, Inc. by:	Accepted for Client by:
	
Name: Sirpa H Hall, P.E.	Name:
Title: Sr. Business Vice President	Title: Chairperson

END OF WORK ORDER

MAN-HOUR COST ESTIMATE

Client Name: Port of Palm Beach District
 Job Name: MOB Demolition & Cargo Yard Development - Construction Support

Job No.: 2018-02
 Task: MULTIPLE

By: J. Moore
 Chk'd:
 Appr:
 Date: 5/30/2018

TASK #	TASK	P \$329.34	PM \$228.99	Struc. Eng \$268.59	Civil Eng \$165.45	E. Eng. \$160.92	Scheduler \$206.85	CADD \$106.50	Clerical \$101.37	Field Rep. \$108	\$0	\$0	\$0	\$0	LABOR BUDGET
Construction Support Services															
A1	Contract Set Development		10						4						\$2,695.38
A2	Change Orders		24	16	24	24		16	4						\$19,735.56
A3	Pay Application Review		16						2						\$3,866.58
A4	Schedule and Change Conditions Reviews		80	4	60	80	60		6						\$55,213.38
A5	RFI Responses		24	4	60	60		60	8						\$33,353.28
A6	Pre-Construction Meeting		12	8	8	8			4						\$7,913.04
A7	Progress Meetings (52) and meeting minutes		208	32	104	104			104						\$100,709.76
A8	Submittal Reviews		24	4	24	24			4						\$14,808.48
A9	Site Visits - 3 per week @ 52 weeks w/ reports		52		24	24			16	624					\$88,754.28
A10	Substantial Completion Punch List/AS-BUILT REVIEW		32	16	40	40			8						\$25,490.88
A11	Final Completion Punch List/Permit Certifications		12	8	16	24			4						\$11,811.36
A12	Project Management, QA/QC	20	120						60						\$40,147.80
A13	Monthly Progress Reports		24							48					\$10,679.76
															\$0.00
															\$0.00
															\$0.00
															\$0.00
		20	638	92	360	388	60	76	224	672	0	0	0	0	2530
		6,586.80	146,095.62	24,710.28	59,562.00	62,436.96	12,411.00	8,094.00	22,706.88	72,576.00	0.00	0.00	0.00	0.00	415,179.54

SUBCONSULTANT EXPENSES			
.EV			\$0
.UT			\$0
Total Out-of-Pocket Expenses			\$0

PROJECT SUMMARY	
Item	Amount
A. Bidding Services	\$0
Construction Support Services	\$415,180
SUBCONSULTANT EXPENSES	\$0
E. REIMBURSABLE EXPENSES	\$6,500
Project Total	\$421,680

E. REIMBURSABLE EXPENSES	
Travel	\$2,500
Misc.	\$4,000
Total Reimbursable Expenses	\$6,500

PORT OF PALM BEACH DISTRICT

**REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

OLD BUSINESS

ITEM G-3

PREPARED BY: Paul J. Zielinski Deputy Director June 14, 2018

SUBJECT: Consideration of Budget Reforecast

BACKGROUND: At the September 2017 Board Meeting the Board of Commissioners adopted the FY 2018 Operating, Renewal and Replacement and Capital Improvement Budgets. Since that time there have been several material events that will have a significant impact on our anticipated FY 2018 Operating Performance.

The Operating Reforecast for FY 2018 reflects Net Income before Capital Contribution of \$1.9 million compared to the Original Budgeted amount of \$2.6 million. This is a decrease in Net Income before Capital Contributions of \$.8 million.

The Multi- Day Cruise operation ceased operations for the first three months of this fiscal year as they were chartered by FEMA to provide disaster relief in the Caribbean in response to Hurricane Irma. While the port negotiated terms and controlled expenses in such a way as to mitigate this impact on Net Income, there will be significant differences by reporting accounts that occur. This Reforecast addresses those changes

The MOB has been approved for demolition and as such the Port will incur a \$1.0 million non-cash write off. An additional write-off of \$.2 million will be recorded this year the Command Bridge System that will no longer be used by the Port.

Renewal and Replacement Expense is being increased by \$.2 million as a result of unforeseen expenses related to maintenance of the Cruise Terminal. Depreciation will be \$.4 million lower as a result of the delay in finalizing Berth 17. These and the remaining changes are highlighted on the attached schedule - Summary of Changes.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: The Port of Palm Beach District is currently forecasted to generate a profit of \$1,884,731 in FY 2018. This is a reduction of \$770,000 from the FY 2018 Budget.

RECOMMENDATION: The Board is respectfully requested to approve the Reforecast for the FY 2018 Operating Budget.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN:

Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

PORT OF PALM BEACH DISTRICT

**REFORECAST FY 2018
SUMMARY OF CHANGES**

CRUISE MORITORIUM		
PASSENGER FEES	(\$1,590)	
MARKETING CONTRIBUTION	<u>\$1,485</u>	
NET LOST PASSENGER REVENUE	(\$105)	
PARKING FEES	(\$290)	
MORITORIUM FEE CHARGED	<u>\$315</u>	
TOTAL LOST REVENUE		(\$80)
SECURITY SAVINGS	\$125	
MAINTENANCE SAVINGS	<u>\$40</u>	
TOTAL EXPENSE SAVINGS		<u>\$165</u>
NET INCOME EFFECT OF MORITORIUM		\$85
ASSET WRITE-OFF (NON CASH)		
MARINE OFFICE BUILDING	(\$988)	
COMMAND BRIDGE SYSTEM	<u>(\$227)</u>	(\$1,215)
DEPRECIATION DELAY ON BERTH 17		\$365
RENTAL INCOME INCREASE		\$175
R & R EXPENSE INCREASE - CRUISE TERMINAL		(\$250)
LEGAL COST INCREASE- BERTH 17		(\$60)
ADDITIONAL INTEREST INCOME - NEW AGREEMENT		\$90
ALL OTHER CHANGES		\$40
REDUCTION IN NET INCOME		<u>(\$770)</u>

PORT OF PALM BEACH DISTRICT

FY 2018 REFORECAST

	FY 2018		FY 2018	
	APPROVED	ADJUSTMENTS	PROPOSED	
	BUDGET		REFORECAST	BASIS OF CHANGE
OPERATING REVENUES:				
Wharfage	\$ 3,885,867		\$ 3,885,867	
Dockage	2,285,008		\$ 2,285,008	
Parking	1,868,718	(290,000)	\$ 1,578,718	CRUISE SHIP MORITORIUM
Passenger Charges - Multiday	8,904,328	(1,590,000)	\$ 7,314,328	CRUISE SHIP MORITORIUM
Storage	60,067	50,000	\$ 110,067	
Water	90,336		\$ 90,336	
Line Handling	130,802		\$ 130,802	
Switching	665,214		\$ 665,214	
Licenses and Permits	105,300		\$ 105,300	
Vessel Bunkers	57,439		\$ 57,439	
Cargo Terminal Fee	760,527		\$ 760,527	
Security Fee	640,263		\$ 640,263	
Identification Badging	30,675		\$ 30,675	
Harbor Master Fees	193,991		\$ 193,991	
Rental Income	3,892,154	175,000	\$ 4,067,154	BPCL \$45K;HAY \$60K;JOHNSON \$30K; TROP. \$40
Miscellaneous Income	353,961	315,000	\$ 668,961	CRUISE SHIP MORITORIUM
			\$ -	
Gross Operating Revenues	23,924,650	(1,340,000)	\$ 22,584,650	
Marketing Support	(5,623,289)	1,485,000	\$ (4,138,289)	CRUISE SHIP MORITORIUM
Net Operating Revenues	18,301,361	145,000	\$ 18,446,361	
OPERATING EXPENSES:				
Administration	691,522	30,000	\$ 721,522	CONT. SERVICE - MOCK & RECEPTIONIST
Finance, HR and IT	898,108		\$ 898,108	
General Expense	1,805,458	(48,000)	\$ 1,757,458	MOB EXPENSE SAVINGS
Engineering	-	28,000	\$ 28,000	CHM2HILL RETAINER & SLIP 1 ANALYSIS
Consulting	39,000		\$ 39,000	
Legal	100,000	60,000	\$ 160,000	INCREASED FOR LMH ISSUES
Operations	119,299		\$ 119,299	
General Maintenance	1,645,435	(40,000) ?	\$ 1,605,435	CRUISE SHIP MORITORIUM
Maritime Office Complex	309,500		\$ 309,500	
Cruise Terminal	363,000		\$ 363,000	
Southgate	79,500		\$ 79,500	
Maritime Office Building	84,500		\$ 84,500	
Railroad	164,167		\$ 164,167	
Security	2,006,621	(125,000) ?	\$ 1,881,621	CRUISE SHIP MORITORIUM
Business Development	739,304		\$ 739,304	
Community Grants	10,000		\$ 10,000	
Renewal and Replacement	250,000	250,000	\$ 500,000	ELEVATOR/ESCALATOR/CRUISE TERMINAL
OPERATING EXPENSES	9,305,414	155,000	\$ 9,460,414	
OPERATING INCOME before Depr. & Amort.	8,995,947	(10,000)	\$ 8,985,947	
Amortization Expense	(48,817)		\$ (48,817)	
Depreciation Expense	(5,125,694)	365,000	\$ (4,760,694)	REDUCED FOR BERTH 17
OPERATING INCOME	3,821,436	355,000	\$ 4,176,436	
Non-Operating Revenues (Expenses):				
Operating Grant Revenue	75,000		\$ 75,000	
Operating Grant Expenses	-		\$ -	
Insurance Recovery	-		\$ -	
Bond Issue Costs	-		\$ -	
Feasibility Study	-		\$ -	
Gain (Loss) on disposition of assets	-	(1,215,000)	\$ (1,215,000)	MOB \$988,000; COMMAND BRIDGE \$227,000
Interest Earnings	48,000	90,000	\$ 138,000	NEW INVESTMENT AGREEMENT
Interest on Bonds	(1,289,705)		\$ (1,289,705)	
			\$ -	
Total Non-Operating Revenue (Expenses)	(1,166,705)	(1,125,000)	(2,291,705)	
INCOME before capital contributions	\$ 2,654,731	\$ (770,000)	\$ 1,884,731	

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**OLD BUSINESS
ITEM G-4**

PREPARED BY: Paul J. Zielinski Deputy Director-CFO June 14, 2018

**SUBJECT: BANKING SERVICES
 Wells Fargo Contract Negotiations**

BACKGROUND: Wells Fargo Bank has been providing the Port of Palm Beach with banking services for over a decade. They have provided for all of our cash needs, excluding the Bond Sinking and Security Fund held by BONY. On September 21, 2017, the Board of Commissioner authorized staff to enter into a trial period with Wells Fargo in an effort to have them enhance and improve their service and, if successful, to enter into contract negotiations.

Over the past several months, I am pleased to say, Wells Fargo Bank has greatly improved both their customer service, by way of support and banking services provided, as well as, their accessibility to staff's needs. The attached presentation delineates the depth of the resources now available to the port, as well as, Wells Fargo's assessment of the ports controls and services now in place. At a recent on site meeting with their team, Mr. Kevin Hopkins, SVP from Wells Fargo headquarters in Philadelphia, stated that our internal procedures, team interaction and the Wells Fargo Bank service controls we have put in place, is a standard Wells Fargo uses to evaluate other customers.

Having considered the customer service trial a success, the Port next approached the fee structure / interest earning aspects of a potential new agreement. Maintaining the investment restrictions that the Port must adhere to, while assuring we have complete liquidity to meet unanticipated cash demands, a new investment alternative for our cash was explored. As developed, we would now establish each month a cash liquidity balance deemed needed to meet that month's cash needs. Funds in excess of that amount would be "swept" from our accounts and moved into pre-approved money markets instruments.

These Money Market Funds meet our Investment Policy and will provide interest income more in line with current market rates being paid. They will be totally liquid and allow funds to be moved into our cash disbursement accounts immediately, without penalty.

We have estimated the impact of this new procedure, had it been in place for a year at our current cash balance, would have generated approximately \$150,000 in interest earnings. Under present terms, the Port would have earned approximately \$70,000.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

RECOMMENDATIONS: The Board of Commissioners of the Port of Palm Beach are respectfully requested to direct staff to enter into negotiations with Wells Fargo Bank for a Banking Services Contract to include the above investment procedure and to bring the Contract back to the Board for approval at a later date.

FINANCIAL IMPACT: To be determined upon final contract terms.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN:

Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

**PORT OF PALM BEACH DISTRICT
WELLS FARGO INTEREST PAID
ALTERNATIVE SCENARIOS
JUNE 2018**

Port of Palm Beach District Wells Fargo Banking Client Analysis Statement Government Advantage Interest Checking	Rates @ .50 Apr-18 w/ 30 days	Rates @ .50/1.5 Estimate Apr-18 w/ 30 days	Rates @ .40/1.5 Estimate Apr-18 w/ 30 days
Average collected Bank Deposit Balance	\$ 21,888,738.51	\$ 15,000,000.00	\$ 10,000,000.00
Earnings Allowance / Credit	① \$ 8,995.37	\$ 6,164.38	\$ 3,287.67
③ Analyzed Service Charges	\$ 3,654.16	\$ 3,477.38	\$ 2,839.88
Excess credit over fees (current monthly position)	<u>\$ 5,341.21</u>	<u>\$ 2,687.00</u>	<u>\$ 447.79</u>
Balance required to offset service charges	\$ 8,891,789.33	\$ 8,461,624.67	\$ 8,637,968.33
Investable excess balance (D7 less D18)	<u>\$ 12,996,949.18</u>	<u>\$ 6,538,375.33</u>	<u>\$ 1,362,031.67</u>
Interest paid on excess balance	② \$ 5,341.21	\$ 2,687.00	\$ 447.79
Excess Sweep Balance		\$ 6,888,738.51	\$ 11,888,738.51
Interest paid on excess Sweep @ .015%		\$ 8,492.97	\$ 14,657.35
Total Interest earnings - monthly		<u>\$ 11,179.97</u>	<u>\$ 15,105.14</u>
Total Interest earnings - yearly	<u>\$ 64,094.54</u>	<u>\$ 134,159.63</u>	<u>\$ 181,261.68</u>

- | | | | |
|---|------------------|----------------|----------------|
| ① The bank's managed rate for ECR is 0.50%.
The ECR is an internal bank rate that is adjustable.
ECR = (earnings credit rate for service charges)
Based on 365 day/yr. | 0.50% | 0.50% | 0.40% |
| | Current Contract | Proposed offer | Proposed offer |
| ② The bank pays 0.50% on the excess cash (after
Serv. Chgs.) Based on 365 day/yr. | 0.50% | 0.50% | 0.40% |
| ③ Service charges are reduced as a result of FDIC
being less as more funds are transferred to M.M. | | 1.50% | 1.50% |

Sweep - Gov. money market rate estimate

Memo: The Port will receive the greater of the bank's managed rate, which is internally adjustable, currently it is 0.50% for ECR and 0.50% for interest paid on excess balances. Proposed contract.

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**OLD BUSINESS
ITEM G-5**

PREPARED BY: Ken Hern Sr. Director, Operations, Security & Facilities June 14, 2018

SUBJECT: Approval of Contract – Track Repair Service Provider

BACKGROUND:

Port Staff has advertised and received proposals for Track Repair services to maintain the Port's rail system in compliance with Federal Railroad Agency (FRA) requirements. A review committee was established consisting of Ken Hern, Sr. Director of Operations & Rail; Carl Baker, Director of Planning; and Alan Fawcett, Facilities Superintendent & Train Master.

The results reflected Southern National Track as the provider of choice to best meet the needs of the Port.

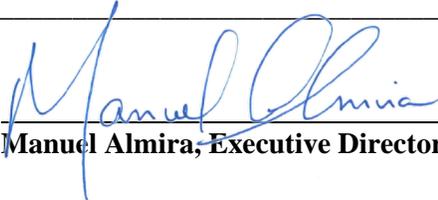
UPDATE: Since the May 10th Commission meeting, Southern National Track has pulled their proposal from consideration in writing.

FINANCIAL IMPACT: This project will be funded by the FY18 Operating Budget

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X _____

RECOMMENDATIONS: Port staff respectfully requests the Board of Commissioners to approve **Gonzalez & Sons** as our provider and authorize the Executive Director to execute the contract.

Respectfully Submitted By:


Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

Ken Hern

From: Tracy Carey
Sent: Friday, May 25, 2018 8:46 AM
To: Ken Hern
Cc: Paul Zielinski
Subject: Track Repair Services Contract

Ken – please see below response from Southern National Track Services, Inc. and advise how you would like to proceed, moving forward.

Thank you,

Tracy Carey
Manager of Purchasing and Procurement
Port of Palm Beach District
1 E. 11th Street, Suite 600
Riviera Beach, FL 33404
561.383.4148
tcarey@portofpalmbeach.com



From: Gary Plezia [mailto:gary@sntkr.com]
Sent: Thursday, May 24, 2018 5:41 PM
To: Tracy Carey <TCarey@portofpalmbeach.com>
Cc: Maria Remensperger <Maria@sntkr.com>; Tammie Rhodes <tammie@sntkr.com>
Subject: Re: Contract

Hi Tracy

After much consideration, I have decided to not accept this contract.

In the interim time before this award came out, we have been awarded new full time track maintenance projects on the west side of the state that require about 35 men, and our max attention.

Also, have worked at the port for all these years at break even at best costs, holding out hope to one day- as a dedicated team member- be allowed to work the larger upgrade projects there.

Pursuant, had taken exception to the way this current larger project was designed and handled; and furtherthe port's undedicated decision to use a different contractor at a derailment a few months ago while Al was off- had already diminished my desire to go forward there.

Concluding, Tracy and Al.... it's been a tremendous pleasure knowing you both over all these years....you will always remain friends !

My best to you both !

Gary

SNT

Sent from my Verizon Motorola Droid

On May 24, 2018 3:50 PM, Tracy Carey <TCarey@portofpalmbeach.com> wrote:

Hi, Tammie.

I am mailing out two original copies today for execution. Would you kindly keep one copy for your records and return the *Port's original* to me.

Many thanks,

Tracy Carey

Manager of Purchasing and Procurement

Port of Palm Beach District

1 E. 11th Street, Suite 600

Riviera Beach, FL 33404

561.383.4148

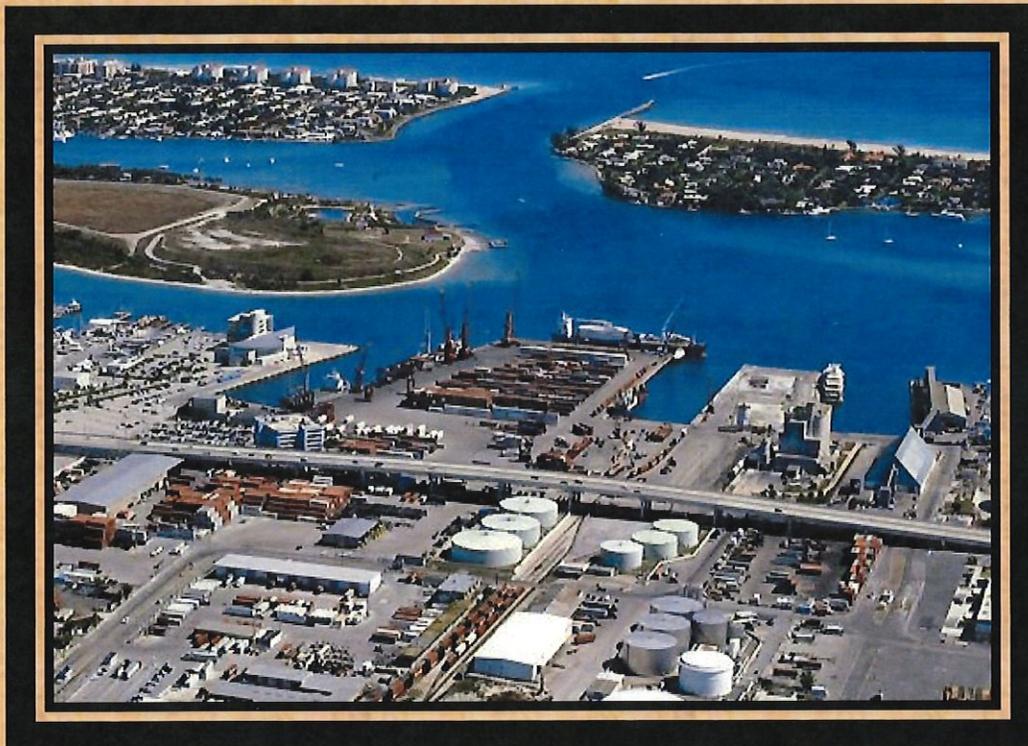
tcarey@portofpalmbeach.com





“Track Repair Services #04-2018”

April 30th, 2018.



Proposal by: Gonzalez & Sons Equipment, Inc.

**Address: 9390 NW 109th Street, Medley
FL 33178.**

Office: 305-822-5455

email: estimating@gonzalezandsons.net



Port of Palm Beach-Track Repair Services # 04-2018.

Gonzalez and Sons Equipment, Inc.

9390 NW 109th Street, Medley, FL 33178.

1	Bid Form
2	Certificate of Insurance
3	Acknowledgements of Addendums
4	Annexes
5	
6	
7	
8	
9	
10	



PORT OF PALM BEACH DISTRICT

REQUEST FOR PROPOSALS

For

TRACK REPAIR SERVICES

RFP Issue Date: April 10, 2018

Deadline for Proposals: April 30, 2018 at 2:00 PM (local time)

PORT OF PALM BEACH DISTRICT
MARITIME OFFICE COMPLEX
6TH FLOOR
ONE EAST 11TH STREET
RIVIERA BEACH, FLORIDA 33404

REQUEST FOR PROPOSALS (RFP)

Issue Date: April 10, 2018

Title: Track Repair Services #04-2018

Deadline for Proposals: The deadline for actual receipt of Proposals is April 30, 2018 2:00 PM. No Proposals will be accepted after that day and time. See Section 3.7.

Period of Agreement: Beginning upon selection of the successful Offeror, or as otherwise determined by the Board of Commissioners at the time of selection of Offeror and continuing for a Term of 36 months.

Inquiries: This Request for Proposals (“RFP”) is determined to be complete. Please limit your inquiries to **one e-mail inquiry prior to the sealed proposal date**. Please contact Tracy Carey, Purchasing Manager, at tcarey@portofpalmbeach.com.

Delivery, however made, must be to: Purchasing Department
Port of Palm Beach District
Maritime Office Complex
6th Floor
One East 11th Street
Riviera Beach, FL 33404
The outside envelope or mailing container must be labeled with the RFP Number

Section 1 Services Requested

The purpose of this RFP is to solicit sealed proposals to establish an agreement for the Services for the Port of Palm Beach District. The Services are described on Exhibit A.

Section 2 Definitions

- 2.1 “Offeror” refers to any individual, corporation, partnership or agency which responds, in writing, to this RFP.
- 2.2 “District” is the Port of Palm Beach District - a Special Taxing District of the State of Florida, established under Chapter 7081, Law of Florida. The District is responsible for the RFP.
- 2.3 “Goods” (if provided in connection with the Services provided for hereunder) shall include all goods, parts, software, materials, equipment, processes, or other items supplied in response to this RFP.
- 2.4 Exhibits C and D constitute the agreement to be entered into between the District and the Offeror.

Section 3 Proposal Requirements

- 3.1 A person who has been placed on the Convicted Vendor List (or an Affiliate of that person) following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public work, may not submit bids on leases of real property to a public entity, may not be awarded and may not perform work as a contractor, supplier, subcontractor, vendor, or consultant under a contract with any public entity, for a period of thirty-six months from the date of being placed on the convicted vendor list. The term Convicted Vendor List means that list referenced in Section 287.133(3)(d), Florida Statutes. The term “Affiliate” means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 3.2 The District has an overall goal to provide 12% M/WBE participation in professional services. Describe your approach to help the District achieve its M/WBE goal.
- 3.3 All respondents to this RFP must demonstrate experience in performing the Services.

- 3.4 Offeror shall monitor the District website for addenda. Offerors must include page numbers on every page of their proposal, and return three (3) signed copies (as originals), of the completed RFP (all addenda acknowledgements (if any)).
- 3.5 Offeror shall complete all Attachments set forth in the Table of Attachments and Exhibits in Section 6. These include the following:
- a) Attachment 1, the Price Proposal, which, as provided by law, must include rates for any renewal terms.
 - b) Attachment 2, the written Narrative Statement must include:
 - (1) Experience in providing services of the general nature and the variety of services available through the Offeror. This must demonstrate the Offeror's qualifications and recent related experience.
 - (2) Management, Supervisory and Staff experience
 - (3) Specific plans for meeting the service requirements of the District
 - (4) A brief statement as to why the Offeror is best qualified to perform the required services
 - (5) Location of all operations in Palm Beach County. Other pertinent data deemed valuable during the evaluation.
 - c) Attachment 3, the Detail of References.
 - d) Attachment 4, List of Management Personnel. This shall include officers, directors, executives, partners, shareholder, employees, members or agents who are active in the management of the entity. This is required so that District can determine compliance with the requirements of Florida Statutes Section 287.133.
- 3.6 Attachment 5, Sworn Statement. This is a requirement of Florida law and cannot be waived.
- 3.7 It is the Offeror's responsibility to meet the Deadline for Proposals. Offeror cannot rely on the United States Postal Service, Federal Express, DHL, UPS or any other carrier or courier. Email delivery is not acceptable. The time/date stamp located at the District's Reception Area on the 6th Floor of the Maritime Office Complex will be the official authority for determining late proposals.

Section 4 Proposal Evaluation

Preliminary evaluation by District staff will be based upon the following factors:

Description	Maximum Score
Qualification and Experience of Firm	20%
Firm's ability to perform the Services	20%
Firm's approach to the Services	20%
Cost (including renewals, if any)	20%

Responsiveness to District's Requirements	10%
References	10%
<i>Total Maximum Score</i>	<i>100 percent</i>

The above criteria are not necessarily listed in the order of importance, and the Board of Commissioners will make the final determination of the successful bidder, irrespective of the above scoring. District may, but is not required to, do such additional research as they deem appropriate.

Section 5 Miscellaneous

- 5.1 Table of Attachments and Exhibits: The Exhibits shown on the Table of Attachments and Exhibits in Section 6 shall form a part of Offerors response.
- 5.2 List of Offerors: Any Offeror wishing to receive a copy of the List of Offerors is required to enclose a stamped, self-addressed envelope with the proposal response.
- 5.3 Reservation of Rights: The District, acting through the Board of Commissioners, reserves the right to accept or reject any or all proposals, and to accept the proposal which best serves the interests of the District. In doing so District may waive such non-compliance as it deems non-material, provided, however, that the following will not be waived: Deadline for Proposals, Sworn Statement, and Section 3.1 hereof (the provisions related to Florida Statutes Section 287.133 (Convicted Vendor List)).
- 5.4 Public Records: Materials submitted by Offerors and the results of the District's evaluation are open to public inspection, when and as required by the Florida Public Records Act. Offerors should take special note of this as it relates to any proprietary information that may be included in proposals.
- 5.5 Non-Exclusivity: The District is not agreeing to purchase the Services exclusively from Offeror. This is not an exclusive contract for provision of Services. The District reserves the right to acquire some or all of the Services under a contract between the Offeror and another governmental entity through "piggy-backing". This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, District reserves the right to award other contracts for the Services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- 5.6 Warranty: Offeror shall provide a minimum warranty ("Warranty") of (i) at least one (1) year) as to Goods, and (ii) provide the factory/manufacturer warranty on all Goods furnished hereunder, against defect in materials and/or workmanship. The factory/manufacturer warranty shall become effective on the date of delivery and acceptance by District; provided, however, that should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated

warranty period, the successful Offeror shall repair or replace same at no cost to District.

- 5.7 Contract: This Request for Proposals, all Addenda thereto (if any), including the Table of Attachments and Exhibits and the Offeror's Response shall constitute a part of the contract between District and the successful Offeror. The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful Offeror and District for any terms and conditions not specifically stated in this Request for Response. After award, the contract may be modified by mutual consent, in writing, by and addendum, supplemental agreement, purchase order or change order, as appropriate.
- 5.8 Conflict: All Offerors shall disclose with their response the name of any officer, director, or agent who is also an employee or a relative of an employee of District. Further, all Offerors shall disclose the name of any District employee or relative of a District employee who owns, directly or indirectly, an interest of ten percent or more in the Offeror's firm or any of its branches.
- 5.9 Collusion: Offeror certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more Offerors over other Offerors. Conviction for the commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with any governmental entity may result in permanent debarment. No premiums, rebates or gratuities are permitted to a third party or an employee of District; either with, prior to or after any delivery of Goods or Services.
- 5.10 Withdrawal of Responses: Responses may be withdrawn only at any time prior to the Response Deadline, by a letter addressed to the Purchasing Manager, which may be delivered via email, as set forth for Inquiries.
- 5.11 Ties: The Purchasing Manager will decide all ties, by flip of coin.
- 5.12 Standards: All Goods and Services provided shall meet all State and Federal Safety regulations. Offeror certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Offeror further certifies that, if it is the successful Offeror, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the Offeror. Any toxic substance provided to District as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS). (The SDS includes information such as the properties of each chemical; the physical, health, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical. The information contained in the SDS must be in English. In addition, OSHA requires that SDS preparers provide specific minimum information as detailed in Appendix D of 29 CFR 1910.1200).

- 5.13 Governing Law and Venue: The RFP and the contract resulting from it shall be construed and enforced under the laws of the State of Florida and the venue in any litigation in connection therewith shall be in Palm Beach County, Florida.
- 5.14 Cone of Silence: The “Cone of Silence” is in effect from the date and time of the deadline for submission of the response, and terminates at the time that the Board of Commissioners awards or approves a contract, rejects all responses, or otherwise takes action which ends the solicitation process. During the period of the Cone of Silence, there shall be no oral or written communications with any District Commissioner or employee regarding the subject matter of this Request for Proposals.

Section 6 Table of Attachments and Exhibits

Table of Attachments and Exhibits

Attachment 1	Price Proposal Form	To be completed by Vendor
Attachment 2	Narrative Statement	To be completed by Vendor
Attachment 3	Specific References	To be completed by Vendor
Attachment 4	List of Management Personnel	To be completed by Vendor
Attachment 5	Sworn Statement Of Contractor	To be completed and signed by Vendor, and notarized
Exhibit A	Services Requested	To be completed by District
Exhibit B	Required Insurance	To be completed by District
Exhibit C	Form of Agreement	
Exhibit D	General Conditions to Form of Agreement	

**ATTACHMENT 1
PRICE PROPOSAL FORM**

The offeror will undertake the Services for the following rates/prices:

*Weekday Rail Repair Services/Labor Only: (Monday through Friday)
Minimum of Four people: 3 Workers, 1 Supervisor (can be a Superintendent or Foreman)

\$ 1,736.00
Per crew call out
Based on 8 hour day

*Weekend/Holiday Rail Repair Services/Labor Only:
Minimum of Four People: 3 Workers, 1 Supervisor (can be a Superintendent or Foreman)

\$ 2,604.00
Per crew call out
Based on 8 hour day

*Cost for additional crew, as necessary: (Monday through Friday)

\$ 1,736.00
Per crew call out
Based on 8 hour day

*Cost for additional crew, as necessary: (Weekends/Holidays)

\$ 2,604.00
Per crew call out
Based on 8 hour day

*Mobilization/Demobilization:
(All costs associated with movement and travel expenses for ALL personnel, machinery, truck, tools, lodging, meals and incidentals associated with Rail Repairs at the Port of Palm Beach Short Line Rail System)

\$ 450.00
Per crew call out
Based on 8 hour day

*All costs associated with movement of equipment. (Addendum #3) → **\$380.00 per Equipment**

Parts Allowance Markup of:
(Expenses Incurred by Contractor in Handling, Shipping, Delivery, Taxes and other Particulars Related to a Pre-approved order of Parts)
\$5,000 (in Materials) x (1. + 15 percentage)

The \$5,000 in Parts is an estimated amount for proposal purposes only.

Contractor shall supply an invoice for the materials purchased for the Work.

\$ 5,750.00

*Vendor shall provide a complete rate schedule, to include all levels of personnel, who may provide services to the District.

*Include, on a separate page, the rates/prices for any renewal terms.

Company: Gonzalez and Sons Equipment, Inc.

By:  Title: President

Printed Name of Signer: Juan C. Gonzalez

Address: 9390 NW 109th Street, Medley FL 33178

Phone Number: 305-822-5455 E-mail: juan.c@gonzalezandsons.net

ATTACHMENT 2
NARRATIVE STATEMENT

Please fully explain your company's strategy in performing the Services. Please do not use more than three, single-spaced pages to answer the requirements of this Attachment.

See Annex 2.

ATTACHMENT 3
SPECIFIC REFERENCES

Please attach a list of those firms and/or public entities for which you are currently providing Services similar to those which are the subject of this RFP, indicating the following:

- 1 Name
- 2 Address
- 3 Contact Person with Title and Telephone number
- 4 Dates of Service
- 5 Description of Services Provided
- 6 Please indicate the same information of entities canceling or terminating your services within the last five (5) years. Also include the reason(s) for cancellation or termination.

See Annex 3.

ATTACHMENT 4

LIST OF MANAGEMENT PERSONNEL

(This is required in order to cross-check the Convicted Vendor List)

The following is a current list of Management Personnel:

Name: Juan C. Gonzalez

Position Held: President

Name: Jonathan Slaton

Position Held: Project Manager

Name: Eduardo Morales

Position Held: Superintendent

Name: Manuel Alonso

Position Held: Operations Manager

Name: _____

Name: Victor Gonzalez

Position Held: Vice-President

Name: Javier Slaton

Position Held: Project Manager

Name: Houston Spears

Position Held: Project Manager

Name: Benjamin Kidder

Position Held: Safety Manager

Name: _____

ATTACHMENT 5
SWORN STATEMENT

(SECTION 287.133(3)(A)) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES)

(NOTE: THIS MUST BE COMPLETED WITHOUT ALTERATION OR QUALIFICATION
OR YOUR RESPONSE TO THE RFP WILL BE REJECTED)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn Statement is submitted to the PORT OF PALM BEACH DISTRICT (“PORT”) by Gonzalez and Sons Equipment, Inc. whose business address is 9390 NW 109 St. Medley 33178, and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0250651. (If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn Statement: _____).

I understand that a “public entity crime” as defined in Florida Statutes §287.133(1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that a “convicted” or “conviction” as defined in Florida Statutes §287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Florida Statutes §287.133(1)(a),

Means:

- a) A predecessor or successor of a person convicted of a public entity crime: or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Florida Statutes §287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this Sworn Statement. [Indicate which statements apply.]

- (A) x **(No Convictions)** Neither the entity submitting this Sworn Statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of this entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- (B) **(Convictions)** The entity submitting this Sworn Statement or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of this entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, but the entity and no such person is on the Convicted Vendor List as defined in Florida Statute §287.133. **[PORT STAFF – If this item is checked, you must consult with the District Executive Director or CFO]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PORT IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PORT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO.

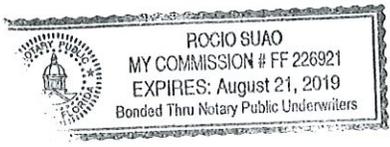
 (Signature of person signing)
Juan C. Gonzalez (President) (Printed name of person signing)

STATE OF FLORIDA
 COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 27th day of April, 2018, by Juan C. Gonzalez, as President (Title) of Gonzalez and Sons Equipment, Inc., a Florida Corporation (Type of entity) on behalf of the entity. He/she is personally known to me or has produced _____ as identification.

Notary Public, Commission No. 226921
 Rocío Suao 
 Name of Notary, typed, printed or stamped

SEAL





GONZ&SO-02

NOHELIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure, LLC d/b/a InSource 9500 South Dadeland Boulevard 4th Floor Miami, FL 33156-2867	CONTACT NAME: PHONE (A/C, No, Ext): (305) 670-6111		FAX (A/C, No): (305) 670-9699
	E-MAIL ADDRESS: email@insource-inc.com		
INSURED Gonzalez & Sons Equipment, Inc P.O. Box 126370 Hialeah, FL 33012	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Ins. Co.		16535
	INSURER B : American Guarantee & Liability Ins Co		26247
	INSURER C : Starr Indemnity & Liability Co		38318
	INSURER D : INSURER E : INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO552476605	07/01/2017	07/01/2018	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000					
		MED EXP (Any one person)	\$ 10,000					
		PERSONAL & ADV INJURY	\$ 1,000,000					
		GENERAL AGGREGATE	\$ 2,000,000					
		PRODUCTS - COMP/OP AGG	\$ 2,000,000					
			\$					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP552476505	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		BODILY INJURY (Per person)	\$					
		BODILY INJURY (Per accident)	\$					
		PROPERTY DAMAGE (Per accident)	\$					
			\$					
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			1000023809	07/01/2017	07/01/2018	EACH OCCURRENCE	\$ 10,000,000
		AGGREGATE	\$ 10,000,000					
			\$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	WC552476705	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Bid Number: 04-2018, Project: Track Repairs Services

CERTIFICATE HOLDER

CANCELLATION

Port of Palm Beach
Purchasing Department
One East 11th Street
Maritime Office Complex, 6th Floor
Riviera Beach, FL 33404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT B

REQUIRED INSURANCE COVERAGE

The minimum limits of liability for the insurance required under this Contract shall not be less than as follows:

A. Workers' Compensation:

1. Employer's Liability \$1,000,000.00

B. Contractor's Liability Insurance:

1. General Aggregate (Except Products – Completed Operations) \$2,000,000.00
2. Products – Completed Operations Aggregate \$2,000,000.00
3. Personal Injury (Per Person/Occurrence) \$1,000,000.00
4. Each Occurrence (Bodily Injury/Property Damage) \$1,000,000.00
5. Excess Liability
 General Aggregate \$1,000,000.00
 Each Occurrence \$1,000,000.00

C. Automobile Liability:

1. Bodily Injury
 Each Person \$1,000,000.00
 Each Accident \$1,000,000.00
2. Property Damage
 Each Occurrence \$1,000,000.00
OR
3. Bodily Injury and Property
 Damage Combined Single Limit
 Each Occurrence \$1,000,000.00
 Aggregate \$1,000,000.00

Track Repair Services
RFP #04-2018
Port of Palm Beach
1 E. 11th Street, Suite 600
Riviera Beach, FL 33404

ADDENDUM NO. 1

DATE: April 12, 2018

PREPARED BY: Port of Palm Beach District
One East 11th Street, Suite 600
Riviera Beach, Florida 33404

GENERAL:

- A. This Addendum modifies, changes from or adds to the Request for Proposals dated April 10, 2018 and shall become a part of the Proposal Documents.
- B. Proposers shall acknowledge receipt of this Addendum with their submittal. Failure to do so may be cause for disqualification of Proposer.

ADDENDUM ITEMS:

Advertisement

1 - delete last sentence which reads: "Proposals submitted will be opened publicly and the names of the Offerors read aloud thereafter".

ACKNOWLEDGE RECEIPT.

Bidder acknowledges the receipt of Addendum numbers:

1. **X** 2. 3. 4. 5.

Dated this **10** day of **April**, 2018.

NAME OF THE PROPOSER: Gonzalez and Sons Equipment, Inc.

ADDRESS OF THE PROPOSER: 9390 NW 109th Street, Medley FL 33178

BY: Idolidio Pozo

TITLE: Chief Estimator

END OF ADDENDUM NO. 1

Track Repair Services
RFP #04-2018
Port of Palm Beach
1 E. 11th Street, Suite 600
Riviera Beach, FL 33404

ADDENDUM NO. 2

DATE: April 16, 2018

PREPARED BY: Port of Palm Beach District
One East 11th Street, Suite 600
Riviera Beach, Florida 33404

GENERAL:

- A. This Addendum modifies, changes from or adds to the Request for Proposals dated April 10, 2018 and shall become a part of the Proposal Documents.
- B. Proposers shall acknowledge receipt of this Addendum with their submittal. Failure to do so may be cause for disqualification of Proposer.

ADDENDUM ITEMS:

Question: (via e-mail, 4/14/18, 8:43 a.m.)

Is there any sort of pre-bid meeting for this project or bids are just due by 4/30?

Answer:

No. However, you may schedule a site visit by contacting our Railroad Dir., Ken Hern, khern@portofpalmbeach.com or 561-253-4810.

ACKNOWLEDGE RECEIPT.

Bidder acknowledges the receipt of Addendum numbers:

1. _____ 2. **X** 3. _____ 4. _____ 5. _____

Dated this **17** day of **April**, 2018.

NAME OF THE PROPOSER: Gonzalez and Sons Equipment, Inc.

ADDRESS OF THE PROPOSER: 9390 NW 109th Street, Medley FL 33178

BY: Idolidio Pozo
TITLE: Chief Estimator



END OF ADDENDUM NO. 2

Track Repair Services
RFP #04-2018
Port of Palm Beach
1 E. 11th Street, Suite 600
Riviera Beach, FL 33404

ADDENDUM NO. 3

DATE: April 26, 2018

PREPARED BY: Port of Palm Beach District
One East 11th Street, Suite 600
Riviera Beach, Florida 33404

GENERAL:

- A. This Addendum modifies, changes from or adds to the Request for Proposals dated April 10, 2018 and shall become a part of the Proposal Documents.
- B. Proposers shall acknowledge receipt of this Addendum with their submittal. Failure to do so may be cause for disqualification of Proposer.

ADDENDUM ITEMS:

Question: (via e-mail, 4/24/18, 3:33 PM)

Mobilization / Demobilization indicates that "All costs associated with movement and travel expenses for ALL personnel, machinery, truck, tools, lodging, meals and incidentals associated with Rail Repairs at the Port of Palm Beach Short Line Rail System" However, the line items above this do not provide a location for equipment? Where is the equipment requested to be provided on the bid form/ What equipment if requested to provide pricing for? Do you wish the equipment to be provided on a rate schedule as requested for personnel?

Answer:

Please provide rate schedule as requested for personnel.

ACKNOWLEDGE RECEIPT.

Bidder acknowledges the receipt of Addendum numbers:

1. _____ 2. _____ 3. **X** _____ 4. _____ 5. _____

Dated this **26** day of **April**, 2018.

NAME OF THE PROPOSER: Gonzalez and Sons Equipment, Inc.

ADDRESS OF THE PROPOSER: 9390 NW 109th Street, Medley FL 33178.

BY: Idolidio Pozo 

TITLE: Chief Estimator

END OF ADDENDUM NO. 3



Gonzalez and Sons Equipment, Inc.

Annex 2

Narrative Statement – Attachment 2.

OUR COMPANY.

For over thirty years, G&S has served its customers with industrial and heavy construction services. Headquartered in Medley, Florida, G&S is a full service contractor with a diverse array of capabilities. At G&S, our humble beginnings over 30 years ago have helped forge our company values. An uncompromising commitment to our clients, pride in our workmanship, safety, and integrity are the core values that are instilled into every aspect of our company. Our corporate values are at the foundation of our company and serve as the continuing benchmark of our performance.

Our main office and primary equipment yard is located approximately seventy miles from the Port of Palm Beach. At any given time, we have over 200 pieces of equipment through the Southern Florida Market ready to be deployed to your location. Given our location, and our company's work ethic, specialty crews can respond to most emergencies in within 90-120 minutes.

PAST EXPERIENCE.

Please see the below diagram. Within this diagram we have identified 4 projects within the last 3 years that have included maintenance and repair functions within the South Florida market.

	Value	Project Included Maintenance and Repair.
Port Miami Rail Intermodal Yard	14.5 M	X
FEC Port Everglades Intermodal Container Transfer Facility	20.6 M	X
All Aboard Florida Early Works Crossing Relocations	10.2 M	X
All Aboard Phase 1 Miami to West Palm	45.0 M	X

Outside of this listing, we have directly provided maintenance, repair and derailment services for the Port of Palm Beach as requested and recently we have been awarded a project of Phase 1 Rail upgrades of the Port of Palm Beach.



Gonzalez and Sons Equipment, Inc.

MANAGEMENT, SUPERVISORY, AND STAFF EXPERIENCE.



G&S employs a highly trained staff of over 230 employees. G&S employees all have current FEC Railway worker training and a large number have TWIC / Port of Palm Beach Access badges. Additionally, G&S has over 10 employees that have been trained and qualified in FRA 213 standards for track inspection and maintenance. G&S has a management staff of over 250 combined years of

railroad experience in supervisory roles and leadership roles.

Therefore, regardless of your maintenance needs within your port or at the FEC connection, we have the capability to serve your needs. Furthermore, G&S owns over 200 pieces of heavy construction equipment, including six tampers and three Pettibone derailment cranes. G&S owns excavators, wheel loaders, bulldozers, rough terrain cranes, motor graders, dump trucks, tractor trailer combinations, lowboys, and other construction equipment available to assist our specialized hi-rail equipment during any type of Maintenance operation, if required. G&S railroad division also owns a modern fleet of tampers, regulators, spikers, rail heaters, grapple trucks, and swing cranes which may be used for track repairs after derailments.

As part of our diverse railroad services, G&S stocks ties, tie plates, rail, and other track materials, to construct track panels and pre-plate ties as maybe necessary.



Gonzalez and Sons Equipment, Inc.

OUR APPROACH.

Given our location, staff, and fleet, G&S can offer to respond to any railroad emergency or maintenance on a time and material basis if not outlined in the bid format. G&S shall not charge callout fees, or monthly maintenance fees, and will not require to occupy Port of Palm Beach property for equipment storage. Response time shall be billed portal to portal with all-time beginning from the actual time of departure from the G&S Medley yard and ending at the actual time of arrival to the G&S Medley yard. All



materials/consumables/equipment used shall be invoiced at cost plus 15% markup for overhead and profit. In the event that FEQR requires the employment of equipment other than what is currently owned by G&S; G&S shall invoice cost plus 15% markup. Hourly equipment rental rates for G&S owned equipment shall be inclusive of fuels and lubes as required. G&S shall furnish all necessary fuels, fuel dispensing equipment and equipment maintenance that will be required to keep all machines in operating order at no additional cost.

Hourly personnel rates not identified in the bid format shall be inclusive of employee wage, employee benefits, workers compensation, employment taxes, and contractor's overhead and profit. All invoices for services performed shall be accompanied by daily reports.

Annex 3

Specific References

Please attach a list of those firms and/or public entities for which you are currently providing Services similar to those which are the subject of this RFP, indicating the following:

Reference One (1)

1.- Name: **All Aboard Florida (AAF) C10 Project**

2.- Address: Project Limits between Milepost (MP) 297.41 at West Palm Beach and Milepost (MP) 365.51 at Miami Terminal.

3.- Contact Person with Title and Telephone number: Emma Ortiz, Project Control Director (305) 520-2352

4.- Dates of Service: 2015 - 2017

5.- Description of Services Provided

The Work consisted primarily of grading, track construction, track shifting, grade crossing track, signal, highway-rail grade crossing warning, civil construction, structures rehabilitation and construction, and utility adjustments. The project limits begin at Milepost (MP) 297.41 for the grade crossings wayside signaling north of the proposed West Palm Beach station site and MP298.35 15th street for the track and structures construction. It terminates at Milepost 365.51 at the proposed Miami terminal. Total project corridor length is 67 miles. The project corridor includes an existing single mainline track and approximately 22 miles of track sidings along the Right-Of-Way from milepost 298.35 in West Palm Beach to 365.51 in Miami.

Work at the crossings included improvements to roadway surfaces (i.e., new asphalt pavement, milling and resurfacing, etc.), drainage, pedestrian and ADA crossing improvements (sidewalk upgrades, detectable warning surfaces, etc.), vehicular traffic signal modification, upgrades and modifications to crossing warning devices, potential utility relocations, removal of obstructions, installation of new

crossing surface materials (including pre-cast concrete panels at designated locations), and upgrades to track circuits controllers, prediction devices, and event recorders (at designated locations).

6.- Please indicate the same information of entities cancelling or terminating your services within the last five (5) years. Also include the reason(s) for cancellation or termination.

N/A

Reference Two (2)

1.- Name: **Railroad-Highway Crossing Construction and Traffic Control Device Installation (SFRTA)**

2.- Address: Project location within the South Florida Rail Corridor (SFRC)

3.- Contact Person with Title and Telephone number: Bryan Kohlberg, Contract Specialist (954) 788-7910

4.- Dates of Service: 2018 to 2023 (Five Year Contract)

5.- Description of Services Provided

The services provided by the contractor, as authorized by the South Florida Regional Transportation Authority (SFRTA), shall encompass providing construction services for the installation of pre-cast concrete road crossings to replace existing road crossings along the South Florida Rail Corridor (SFRC), and railroad traffic control devices.

The work includes, but is not limited to, the following:

Topographic survey services of the jobsite prior to the construction start date, removal and proper disposal of all elements related to the project, furnishing and installing all materials according to work orders, construction of precast concrete road crossing panel sections, welding (flash-butt and thermite) and proper weld testing no later than two (2) days after weld is complete. Coordinate with local jurisdiction for roads closures or MOT required to perform the job and coordinate all public information advisories and notices and obtain all required permits. These are just a little hint of the many activities to be performed on this job. All work must comply with the standards, specifications and regulations of the different authorities overseeing the project, SFRTA, FDOT, FRA, etc.

6.- Please indicate the same information of entities cancelling or terminating your services within the last five (5) years. Also include the reason(s) for cancellation or termination.

N/A

Reference Three (3)

1.- Name: **New Northwood Connection Phase 2 Florida East Coast Railway (FECR)**

2.- Address: Northwood, Palm Beach County

3.- Contact Person with Title and Telephone number: Charles Stone, mobile (904) 669-1142

4.- Dates of Service: 2018 - 2019

5.- Description of Services Provided

The Florida East Coast Railway (FECR) is planning to construct a new track connection (the "New Northwood Connection") between the FECR Corridor and the South Florida Rail Corridor (SFRC) in the Northwood area of West Palm Beach, Florida. The construction of the New Northwood Connection is Phase 2 of the South Florida Freight and Passenger Rail Enhancement Project and is a partnership with the Florida Department of Transportation (FDOT), Federal Railroad Administration (FRA), CSX Transportation and the South Florida Regional Transportation Authority (SFRTA).

FEC's requirements for the Project include the construction of a new track and ballast section along a new alignment, the construction services will include: railroad track installation and replacement, new turnout installation, roadway grade crossing installation, drainage improvements; and incidental work as necessary for satisfactory completion of the Project. The Civil contract includes all construction of all Civil design elements including track work, roadway modifications, grade crossing surface work, crossing warning devices, utilities, drainage, landscaping, and traffic signal elements.

6.- Please indicate the same information of entities cancelling or terminating your services within the last five (5) years. Also include the reason(s) for cancellation or termination.

N/A.

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**OLD BUSINESS
ITEM G-6**

PREPARED BY: José Soler, PE Port Engineer June 14, 2018

SUBJECT: Berth 1 Bulkhead Improvements Project
Authorization to Advertise for Request for Qualifications

BACKGROUND:

In 2015, the Board approved a Work Order to CH2MHill pursuant to the Master Services Agreement for Professional Services for the Concept Study and Permitting Process for the Development of Berth 1. CH2MHill developed a Concept Package for the Berth 1 Bulkhead Replacement Design, and proceed to file joint permit applications to the U.S. Army Corp of Engineers (USACE) and the Florida Department of Environmental Protection (FDEP).

CURRENT SITUATION:

The permitting submittal have been completed with both USAGE and FDEP issuing permit approvals. The USAGE permit requires execution of the proposed coral mitigation plan of impacted stony corals, by relocation to the Town of Palm Beach mitigation reef. The coral mitigation will be performed in coordination with the Town of Palm Beach Costal Program Manager Robert Weber.

To continue with the Berth 1 Bulkhead improvement process, Port Staff is requesting authorization to advertise for Request for Qualifications for Firms to prepare the Final Design and Construction documents, provide Bidding Services and Construction Management for the Bulkhead Replacement project.

ADDITIONAL INFORMATION ATTACHED: No X Yes

FINANCIAL IMPACT:

RECOMMENDATION: The Port of Palm Beach Staff recommends that the Board authorize Staff to advertise the Request for Qualification for the Final Design and Construction Documents, Bidding Services and Construction Management for the Berth 1 Bulkhead Replacement.

Respectfully Submitted by:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____	Motion By: _____
Disapproved: _____	Seconded By: _____
Deferred To: _____	Unanimous: Yes _____ No _____
Incorporated into Minutes: _____	By: _____

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**NEW BUSINES
ITEM H-1**

PREPARED BY: Paul Zielinski Deputy Director - CFO June 14, 2018

SUBJECT: PORT OF PALM BEACH DISTRICT 2018 TAX RESOLUTION
Adoption of Resolution of the Board of Commissioner to not levy ad valorem taxes

BACKGROUND: Attached is the 2018 Tax Levy Resolution for the Port of Palm Beach District, which states that the Board of Commissioners has concluded that it will not be necessary to make a levy upon the real and personal taxable property of the District for calendar year 2018. The Port has not levied ad valorem taxes on District properties since 1975.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: None.

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to review and adopt the 2018 Tax Levy Resolution for the Port of Palm Beach District.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

RESOLUTION NO. 2018-03

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF PALM BEACH DISTRICT TO NOT MAKE A LEVY UPON THE REAL AND PERSONAL TAXABLE PROPERTY OF THE SAID DISTRICT FOR THE YEAR 2018.

WHEREAS, the Board of Commissioners of the Port of Palm Beach District is authorized and empowered by its Charter, Chapter 7081, Law of Florida, Acts of 1915 and law mandatory and supplemental thereto, in Article XI, Section 2, to levy upon all real and personal taxable property in the Port of Palm Beach District a special tax sufficient in an amount to pay the interest becoming due and payable annually upon any bonds issued or to be issued, or money borrowed or to be borrowed, by the said District, and also to create a sinking fund for the payment of the principal thereof at maturity; and in addition, a special tax not exceeding two (2) mills on the dollar of the assessed valuation of taxable property in the district or two hundred thousand (\$200,000) dollars, whichever is smaller, in each year to pay the costs of operation, maintenance and other purposes of the District authorized and prescribed by this act.

WHEREAS, a certified copy of this Resolution, executed in the name of said Board of Commissioners by its Chairman and Secretary-Treasurer, under its corporate seal, shall be made and delivered to the Board of County Commissioners of Palm Beach County, Florida, and to the Comptroller of the State of Florida.

WHEREAS, the Certification for Taxing Authorities that do not levy ad valorem taxes is due to the Florida Department of Revenue no later than November 1, of the tax year.

WHEREAS, the Board of Commissioners of the Port of Palm Beach District has concluded that it is not necessary to make a levy upon the real and personal taxable property of the said District for the year 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF PALM BEACH DISTRICT, RIVIERA BEACH, FLORIDA that:

SECTION 1: That this Resolution be spread upon the Minutes of the Board of Commissioners of the Port of Palm Beach District.

SECTION 2: That a certified copy of this Resolution, executed in the name of the Commissioners of the Port of Palm Beach District, by its Chairman and Secretary-Treasurer, be made and delivered to the Board of County Commissioners of Palm Beach County, Florida, the Comptroller of the State of Florida, and the Tax Assessor of Palm Beach County, Florida.

SECTION 3: This Resolution shall take effect immediately upon passage.

RESOLUTION NO. 2018-03

PASSED AND ADOPTED THIS 14TH DAY OF JUNE, 2018.



**PORT OF PALM BEACH DISTRICT BY ITS
BOARD OF COMMISSIONERS:**

Jean L. Enright, Chairperson

Attest:

Katherine M. Waldron, Secretary/Treasurer

Legal Sufficiency:

Gregory Picken, Port Attorney

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**NEW BUSINESS
ITEM H-2**

PREPARED BY: Jarra Kaczwarra June 5, 2018
Senior Director, Business Development & Communications

SUBJECT: SSI LUBRICANT, LLC
Approval of Term Sheet for MOC Lease

BACKGROUND: SSI is an active Port licensed bunkering company and has been working at the Port providing bunkers to Port tenants for 13 years. The interest of SSI to have an established office and presence at the Port comes with their commitment to provide professional service and onsite personnel to those Port tenants they serve.

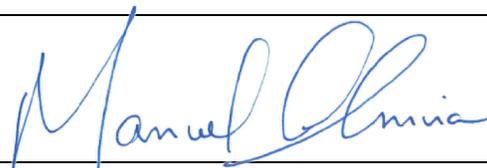
Prime terms of the SSI lease are provided in the attached term sheet and will become a part of the MOC office lease for the 4th floor space.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: \$195,330 (initial 3-year term)

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the SSI Lubricant, LLC Term Sheet for inclusion into a final MOC Office Lease with execution by the Executive Director.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

**PORT OF PALM BEACH
&
SSI Petroleum, Inc. (SSI)**

**TERM SHEET
June 4, 2018**

All contents of this term sheet are for discussion purposes only and should not be considered agreed upon until such time as the Port of Palm Beach Board of Commissioners has approved all items herein. All terms and conditions of this term sheet once approved would then be made a part of a new agreement.

Lessee: SSI Lubricants, LLC

Lease Area: 3,529 square feet (Drawing attached)

Lease Address: 1 East 11th Street, Suite 422, Riviera Beach, FL 33404

Purpose/Use: Corporate offices

Effective Date: June 18, 2018

Commencement Date: August 1, 2018

Term: 3-year with (3) 3-year renewal options

Rates: Base Rent - \$ 18.45 per square foot
Three-month rent credit for move-in/suite improvements
Taxes and Insurance will be paid by SSI as a pass-through
Rents will be subject to annual CPI increase of 3% in all option years.

Tenant Rights: SSI may provide office space to other parties in the Port/Maritime industry. This may be provided through a Space Assignment but not a sub-lease. SSI will remain fully responsible for all aspects of their lease agreement.

Right of First Option: Port will provide SSI with the Right of First Option on Suite 400.

Insurance: Lessee will be required to provide proof of, and keep in force for the entire term of the agreement all insurances required by the Port.

Janitorial: SSI will provide janitorial service to the leased premises not less than weekly and keep in clean condition.

Solid Waste Authority: Port may charge SSI its pro rata share of solid waste authority charges applicable to the Maritime Office Complex using the numerator of which is the square footage of the premises and the denominator of 41,411 in the event SSI personnel and/or janitorial utilize Port dumpsters.

Utilities: Port will provide water and electricity as part of monthly rent.

Parking: Port will provide SSI up to 12 employee parking spaces at no cost, at locations designated from time to time by Port. No exclusive parking will be provided. Visitor parking will also be made available.

**Improvements/
Maintenance:** Port shall be responsible for all general maintenance such as plumbing and light fixtures. Port will construct a wall between the leased premises and Suite 400. Once SSI has completed their tenant improvement, the Port will replace the ceiling tiles and light fixtures in rooms 419 – 422 and the kitchenette.

Any replacement or improvements to the leased premises are the responsibility of SSI and must be in accordance with Port District engineering and other local City or County requirements.

SSI will provide a timeline for anticipated improvements and the Port will provide SSI and their contractors access to the leased premises upon and after effective date through commencement of the lease.

Other: Port will provide some assignment language for SSI to be agree to by both parties' attorneys.

All items herein are agreed to:

SSI Lubricants, LLC

Port of Palm Beach District

Date: _____

Date: _____

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**NEW
BUSINESS
ITEM H-3**

PREPARED BY: Ken Hern Sr. Director, Operations, Security & Facilities June 14, 2018

SUBJECT: Selection of Provider – Structural Engineering Services

BACKGROUND:

Currently, the Maritime Office Complex continues to have leaks not associated with the roof project. These leaks are being caused by seal chalking degrading, cracked windows and gaps between the siding. Some of these leaks are intruding into the building, causing external siding to fail.

Port Staff is seeking to obtain structural engineering assistance in the creation of a “Scope of Work” for a service provider to seal the building to prevent further damage.

Based on current CCNA approved providers, the following companies qualify for this job:

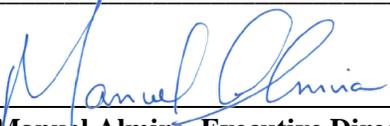
E.C. Fennell
CH2M Hill
Kimley-Horn

FINANCIAL IMPACT: This project will be funded by the FY18/19 Renewal and Replacement Expense.

ADDITIONAL INFORMATION ATTACHED: No Yes

RECOMMENDATIONS: Port staff respectfully requests the Board of Commissioners to select which provider we are to use and authorize the Executive Director to execute the contract.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN:

Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**NEW BUSINESS
ITEM H -4**

PREPARED BY: Manuel Almira Executive Director June 14, 2018

SUBJECT: LEGAL SERVICES AGREEMENT

BACKGROUND:

Gary, Dytrych & Ryan has been providing legal services to the Port of Palm Beach since September, 1998. Their agreement has been renewed throughout the years under various terms and is currently in place with a one-year agreement that will expire on July 31, 2018.

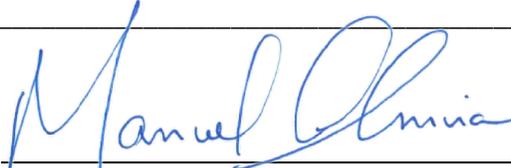
Port staff is seeking direction from the Board whether to enter into negotiations to extend the agreement with Gary, Dytrych & Ryan or to prepare, issue and evaluate an RFQ for these services

ADDITIONAL INFORMATION ATTACHED: No Yes

FINANCIAL IMPACT: None at this time

RECOMMENDATION: The Board of Commissioners of the Port of Palm Beach is respectfully requested to provide staff with direction to either enter into negotiations to extend the agreements with Gary, Dytrych & Ryan to prepare, issue and evaluate RFQ's to bid these services.

Respectfully Submitted By:


Manuel Almira, Executive Director

DATE ACTION TAKEN:

Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**NEW BUSINESS
ITEM H -5**

PREPARED BY: Manuel Almira Executive Director June 14, 2018

SUBJECT: PUBLIC POLICY CONSULTING SERVICES

BACKGROUND:

Akerman Senterfitt has been under agreement with the Port of Palm Beach since August, 2011, providing Public Policy Consulting Services. Currently, the firm is supporting the Port with a one- year agreement scheduled to expire on July 31, 2018.

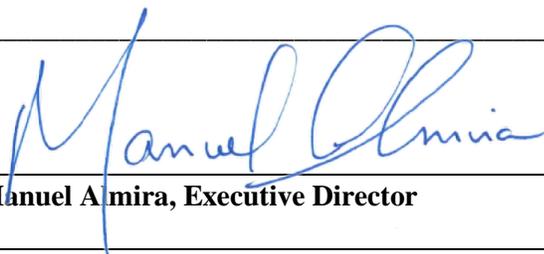
Port staff is seeking direction from the Board whether to enter into negotiations to extend the agreement with Akerman Senterfitt or to prepare, issue and evaluate an RFQ for these services

ADDITIONAL INFORMATION ATTACHED: No Yes

FINANCIAL IMPACT: None at this time

RECOMMENDATION: The Board of Commissioners of the Port of Palm Beach is respectfully requested to provide staff with direction to either enter into negotiations to extend the agreements with Akerman Senterfitt or to prepare, issue and evaluate RFQ's to bid these services.

Respectfully Submitted By:


Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____