

AGENDA ITEM IS OVER 50 PAGES MAY
BE VIEWED IN THE MINUTES DEPARTMENT

Agenda Item #: **3-C-2**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

=====
Meeting Date: February 3, 2009 [X] Consent [] Regular
[] Workshop [] Public Hearing

Department:
Submitted By: Engineering and Public Works
Submitted For: Road & Bridge Division
=====

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) A reimbursement Agreement (Agreement) in the amount of \$257,505.42 with the South Indian River Water Control District (SIRWCD); and
- B) A Budget Transfer of \$257,506 in the Transportation Improvement Fund from Reserves-Road Program Sweeps to Storm Damaged Drainage Easements, Culverts, Outfall—Jupiter Farms.

SUMMARY: Approval of this Agreement and Budget Transfer will allow the County to share a portion of the cost with SIRWCD for storm damaged drainage easements, culverts and canal outfall caused by Hurricane Wilma, in the amount of \$257,505.42, funded from the County's Transportation Fund.

District 1 (MRE)

Background and Justification: The shared drainage easements along the County's roadways sustained damage during the 2005 hurricane season and would have caused severe damage to the County's roadway system had the repairs not been made. SIRWCD agreed to and did perform the work necessary, in a timely manner.

Attachments:

- 1. Location Maps
- 2. Reimbursement Agreement
- 3. SIRWCD/NRCS Agreement
- 4. Invoices
- 5. Budget Transfer

=====
Recommended By: M. D. Scott 12/18/08
Division Director Date
Approved By: A. J. Webb 1/12/09
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$257,506	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$257,506	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X
Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
Reserves - Road Program Sweeps
Storm Damaged Drainage Easements, Culverts, Outfalls -
Jupiter Farms

C. Departmental Fiscal Review: _____ *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 1-21-09
OFMB *[Initials]* SN 1/14 CN 1-14-9

[Signature] 1/23/09
Contract Dev. and Control
6. Jones 1/23/09

B. Approved as to Form and Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 1/27/09
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**REIMBURSEMENT AGREEMENT
BETWEEN PALM BEACH COUNTY AND
THE SOUTH INDIAN RIVER WATER CONTROL DISTRICT
FOR A SHARE OF REPAIR COSTS TO STORM DAMAGED DRAINAGE
EASEMENTS, CULVERTS AND CANAL OUTFALLS CAUSED BY
HURRICANE WILMA**

THIS REIMBURSEMENT AGREEMENT is made and entered into this _____ day of _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**", and the **SOUTH INDIAN RIVER WATER CONTROL DISTRICT**, an independent Special District of the State of Florida, hereinafter referred to as "**DISTRICT**"

WITNESSETH:

WHEREAS, the **COUNTY** utilizes the **DISTRICT'S** drainage easement along the **COUNTY'S** roadways Jupiter Farms Road and Randolph Siding Road. The **COUNTY** and the **DISTRICT** also share maintenance responsibility of canal outfalls that cross county roadways; Canal 4 and Mellen Lane, Canal 5 and 133rd, Canal 6 and Jupiter Farms Road, Canal 2 and Mellen Lane, Canal 2 and 130th, Canal 5 and Randolph Siding, Canal 4 and Randolph Siding, Canal 5 and Alexander (Extension), Canal 3 and Brian's Way, Canal 5 and Jupiter Farms Road (West side), Canal 4 and Jupiter Farms Road (West side), Canal 3 and Jupiter Farms Road (West side), Canal 5 and Mellen Lane, Canal 1 and Alexander Run, Canal D and 75th Avenue, Canal F and 69th Drive, Canal G and 69th Drive, Canal B and 75th Avenue.

WHEREAS, the canal outfalls sustained damage during the 2005 hurricane season and would have caused severe damage to the **COUNTY'S** roadway system if the repairs had not been made as quickly as possible.

WHEREAS, the **DISTRICT** undertook the repairs of the damaged

canal outfalls, culverts and embankments within the **DISTRICT** adjacent to **COUNTY** roads after Hurricane Wilma.

WHEREAS, the repairs to the canal outfalls and embankments including replacing rock (rip-rap) and to restore eroded canal banks, replacing damaged storm culverts of outfalls within Palm Beach County right of ways and ensured against future canal bank and outfall failures with the drainage easements adjacent to **COUNTY** roads hereinafter the **PROJECT**.

WHEREAS, the **COUNTY** believes that these efforts by the **DISTRICT** served a public purpose and wishes to recognize the **DISTRICT's** efforts to repair these areas adjacent to **COUNTY** roads by providing partial reimbursement funding for the **PROJECT** in an amount not to exceed \$257,505.42.

WHEREAS, the **COUNTY** is willing to make this reimbursement since the **COUNTY** has maintenance obligations for the roadways and had the **DISTRICT** not undertaken **PROJECT** the **COUNTY** would have been responsible for more than the portion of the **PROJECT** cost that is being requested.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitals are true, correct and incorporated herein.
2. The **COUNTY** agrees to provide to the **DISTRICT** reimbursement funding for documented costs of the **PROJECT** in an amount not to exceed \$257,505.42 for work performed subsequent to the hurricane, repairing the **DRAINAGE EASEMENT**, outfalls, and culverts adjacent to **COUNTY** roads within the **DISTRICT** upon the **DISTRICT's** submission of acceptable documentation needed to substantiate its costs for the **PROJECT**. The **COUNTY** will use its best efforts to provide said funds to the **DISTRICT** on a reimbursement basis within forty-

five (45) days of receipt of all information required in paragraph 5, below. Those costs incurred by the **DISTRICT** subsequent to the date of this Agreement are eligible for reimbursement by the **COUNTY** pursuant to the terms and conditions hereof.

3. The **COUNTY's** obligation is limited to its payment obligation and shall have no obligation to any other person or entity.

4. The **DISTRICT** has assumed all responsibility for contract administration for the **PROJECT**, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations. The **DISTRICT** obtained or provided all labor necessary for the **PROJECT**.

5. The **DISTRICT** shall furnish to the **COUNTY's** representative a request for payment supported by the following:

A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A" (pages 1 and 2), which are required for each and every reimbursement to the **DISTRICT**. Said information shall list each invoice payable by the **DISTRICT** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **DISTRICT** shall attach a copy of each vendor invoice paid by the **DISTRICT** along with a copy of the respective cancelled check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the **DISTRICT** shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **DISTRICT** as indicated.

As it relates to this Agreement, the **COUNTY** may initiate a financial systems analysis and/or an internal fiscal control evaluation of the **DISTRICT** by an independent auditing firm

employed by the **COUNTY** or by the County Internal Audit Department at any time the **COUNTY** deems necessary.

6. The **DISTRICT** was solely responsible for obtaining and complying with all necessary permits, approvals and authorizations from any federal, state, regional, **COUNTY** or agency which were required for the **PROJECT**.

7. The **PROJECT** has been completed and final invoices have been received by the **COUNTY**.

8. Each party shall be liable for its own actions and negligence and to the extent permitted by law, the **DISTRICT** shall indemnify, defend and hold harmless the **COUNTY** against any actions, claims or damages arising out of the **DISTRICT'S** negligence in connection with this Agreement or the performance by the **DISTRICT** as it may relate to this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 786.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligence, willful or intentional acts or omissions.

9. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the **DISTRICT** certifies that its affiliates, suppliers, sub-contractors, and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date **PROJECT**. This notice is required by F.S.287.133(3)(a).

10. The **DISTRICT** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

11. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

12. All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage paid, to the following:

AS TO THE COUNTY

Engineering and Public Works Department
Tanya N. McConnell, P.E.
Deputy County Engineer
P.O. Box 21229
West Palm Beach, Florida 33416-1229

AS TO THE DISTRICT

South Indian River Water Control District
Mr. Gale English, General Manager
15600 Jupiter Farms Road
Jupiter, Florida 33478-9399

13. This Agreement shall be construed and governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy shall preclude any other or further exercise thereof.

14. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective

parties; provided, however, that this clause pertains only to the parties to the Agreement.

15. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

16. Each party shall promptly notify the other of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

17. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

18. This Agreement represents the entire understanding among the parties, and supersedes all other negotiations, or agreements, written or oral, relating to this Agreement.

19. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

20. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first above written.

SOUTH INDIAN RIVER WATER
CONTROL DISTRICT

By: _____
President

ATTEST:

By: _____
Witness

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
District Attorney

Date: _____

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
John F. Koons, Chairman

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

Date: _____

APPROVED AS TO TERMS
AND CONDITIONS

By: Michael Bourne

Date: 12/18/08



**Department of Engineering
and Public Works
Road and Bridge Division**

2555 Vista Parkway
West Palm Beach, FL 33411-5601
(561) 233-3950
Fax (561) 233-3986
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Robert J. Kanjian

Mary McCarty


Burt Aaronson

Jess R. Santamaria

County Administrator

Robert Weisman

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Affirmative Action Employer"*

 printed on recycled paper

INTER-OFFICE MEMORANDUM

DATE: December 3, 2008

TO: Richard Farquhar, Director
Engineering Administrative Services

FROM: Michael Bowman, Director *MB*
Road and Bridge Division *sol*

RE: **AGREEMENT BETWEEN SOUTH INDIAN RIVER WATER
CONTROL DISTRICT IN CONJUNCTION WITH NATIONAL
RESOURCE CONSERVATION SERVICE AND PALM BEACH
COUNTY**

As a result of Hurricane Wilma, canal embankments, outfalls and culverts which service or carry various roads under Palm Beach County jurisdiction within the Jupiter Farms area were damaged and in need of repair. The South Indian River Water Control District (SIRWCD) in conjunction with the National Resource Conservation Service (NRCS) performed these much needed repairs with the NRCS being responsible for 75% of the costs. Due to the fact these repairs would benefit the roadways under the jurisdiction of Palm Beach County we have agreed to share the remaining 25% of the costs incurred by the District. Also SIRWCD incurred costs which the NRCS did not cover, such as replacement of paving, rock base, concrete retainer walls and guardrail that were a direct result of replacing culverts, rock-rubble head walls and canal embankments under or adjacent to the roadways owned by Palm Beach County. Palm Beach County's portion of the total costs of these improvements, including the incidental work not covered by the NRCS is \$257,505.42. The Road and Bridge Division has prepared a board item that, upon approval, will reimburse the SIRWCD for this amount. Therefore, we would like to request your office prepare a budget availability statement in the aforementioned amount that would cover our portion of the costs of those projects. This reimbursement was previously agreed to by Tanya McConnell, Deputy County Engineer and we have her approval for our request for this budget availability statement.

Your cooperation in this matter would be greatly appreciated. Should you have further questions please contact this office at (561) 233-3955.

MB:jm

C: Tanya McConnell, Deputy County Engineer

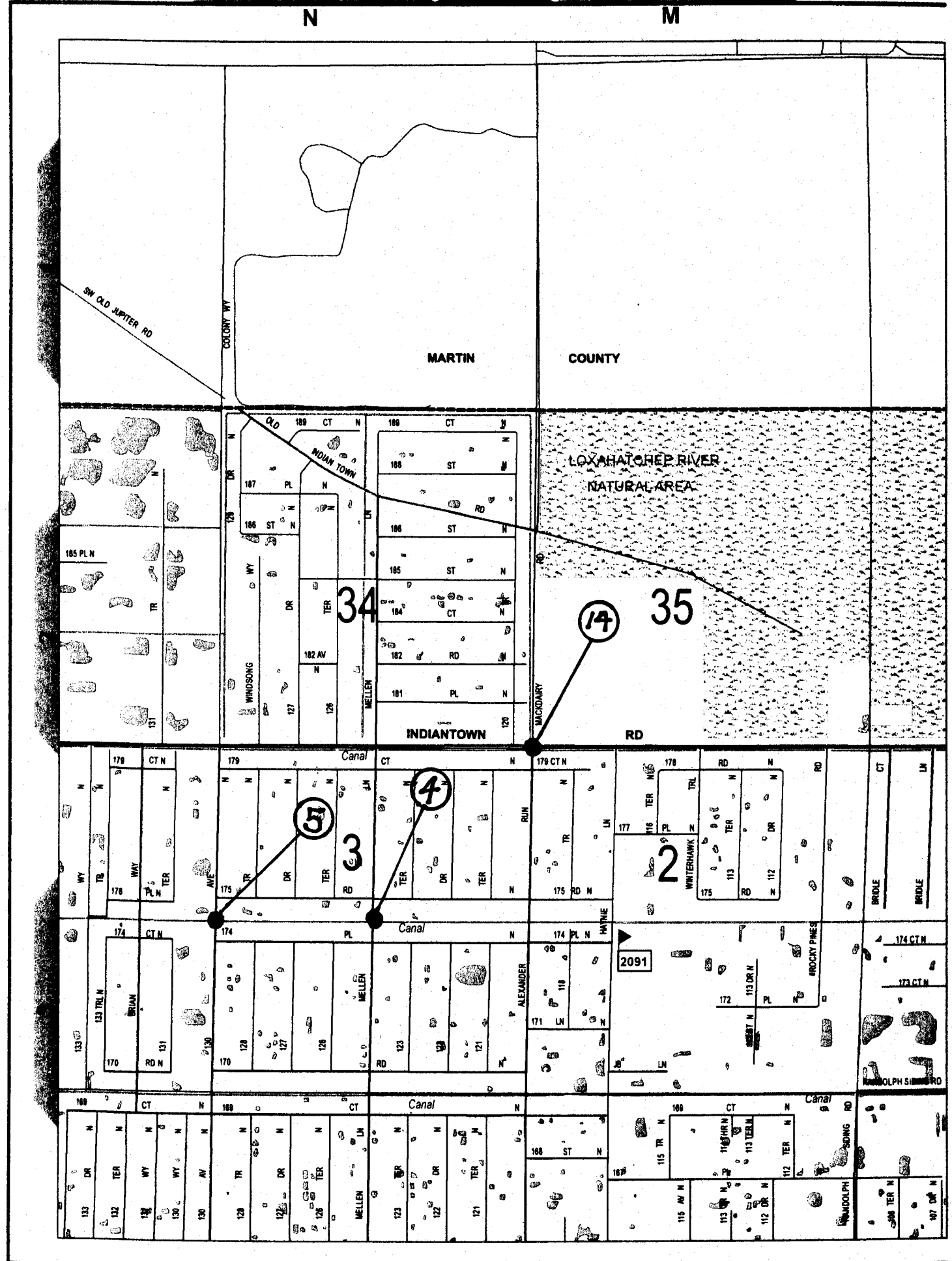
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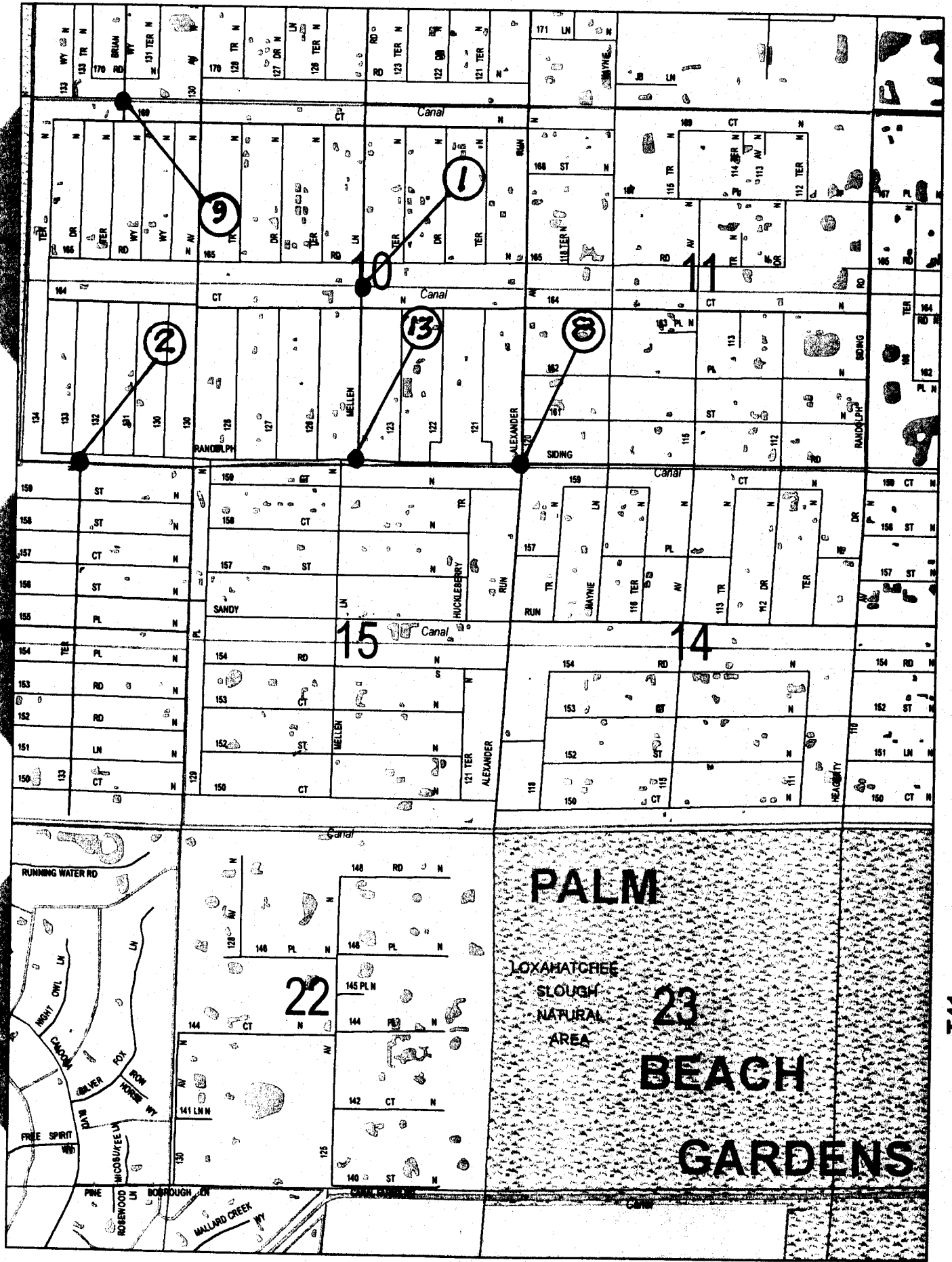
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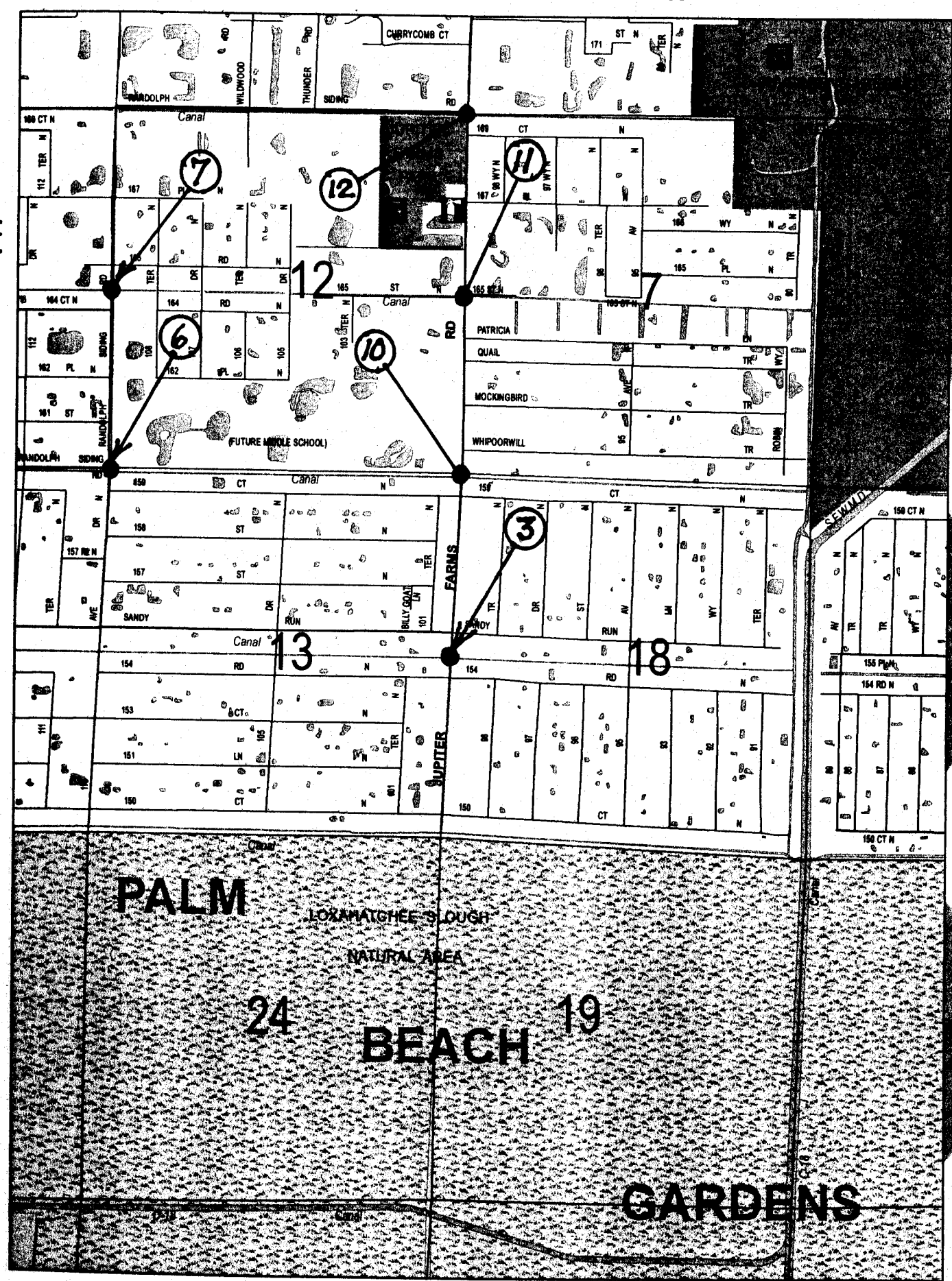
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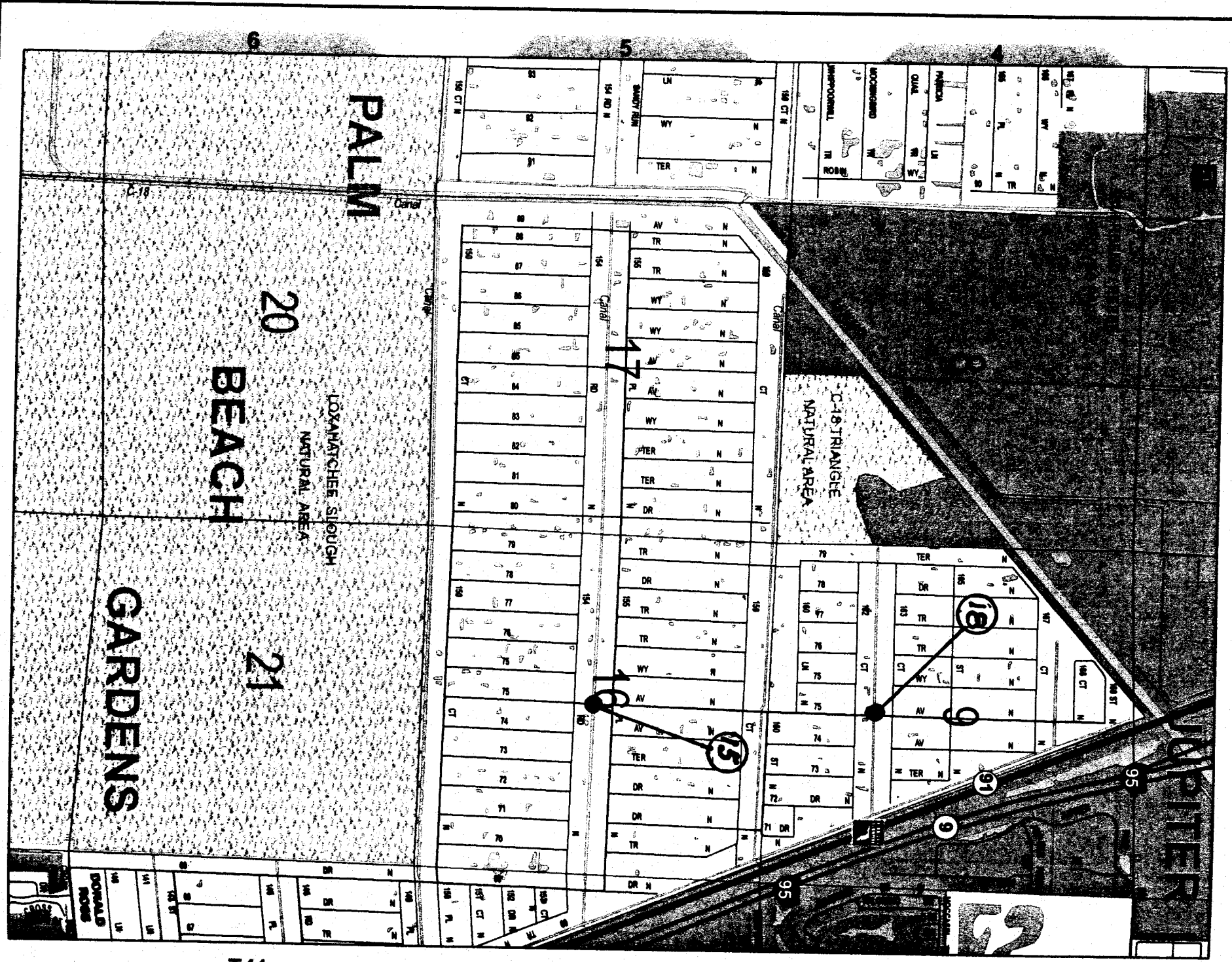
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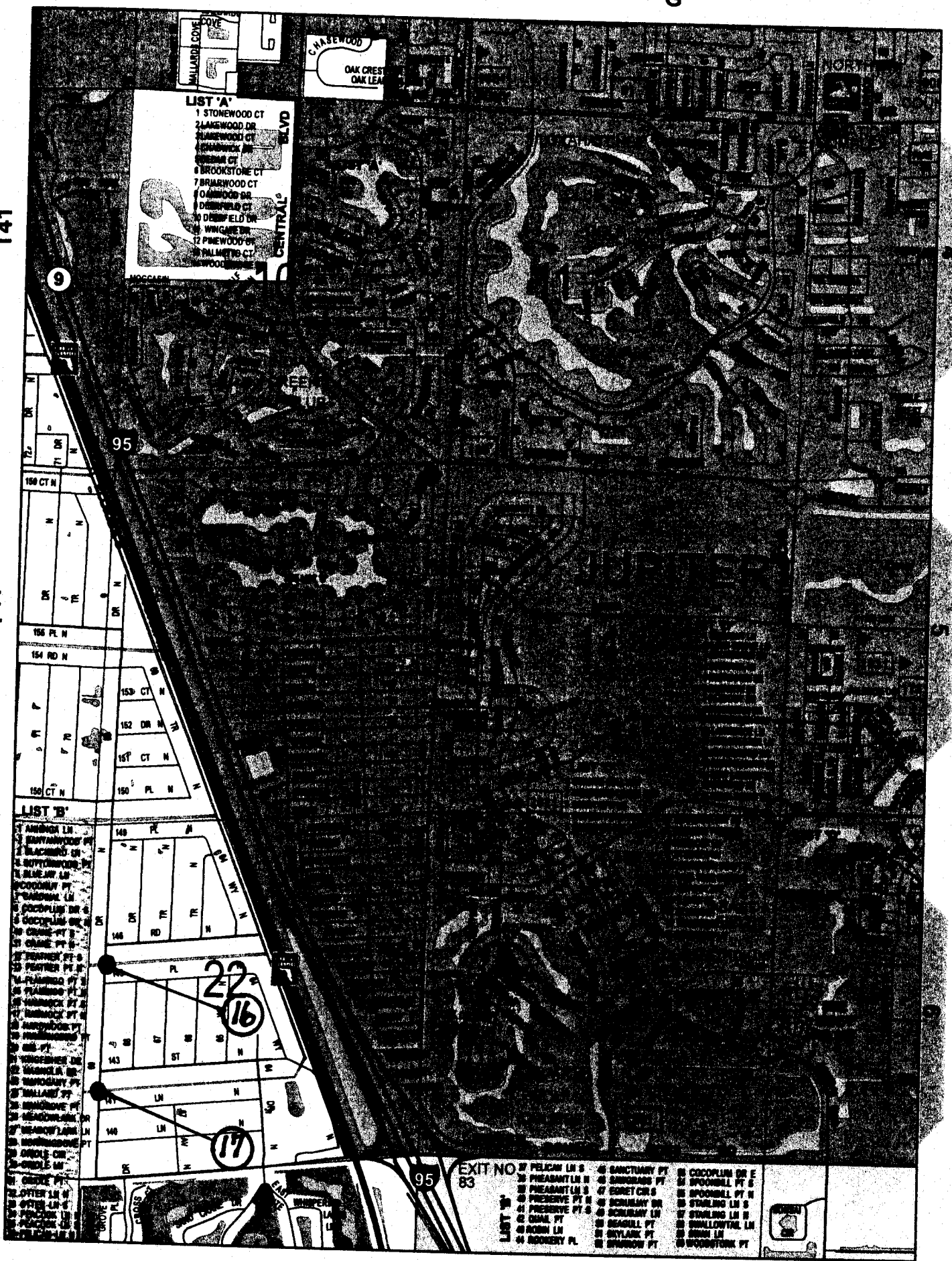
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 - 7 BRARWOOD CT
 - 8 OAKWOOD DR
 - 9 DUNFIELD CT
 - 10 DUNFIELD DR
 - 11 WINGAME DR
 - 12 PINEWOOD DR
 - 13 PALMETTO CT
 - 14 WOODBRIDGE

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- EXIT NO 83**
- 37 PELICAN LN S
 - 38 PINEBARK LN N
 - 39 PINEBARK LN S
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 - 41 PRESERVE PT S
 - 42 DUNE PT
 - 43 ROBIN LN
 - 44 ROCKERY PL
 - 45 SANCTUARY PT
 - 46 SANDRIDGE PT
 - 47 EGGRET CR S
 - 48 SCRUBBY DR
 - 49 SCRUBBY LN
 - 50 SEARILL PT
 - 51 SKYLARK PT
 - 52 SPURROW PT
 - 53 COCOPLUM DR E
 - 54 SPOONBILL PT S
 - 55 STERLING LN S
 - 56 STERLING LN S
 - 57 SWALLOWTAIL LN
 - 58 SWAN LN
 - 59 WOODSTOCK PT

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CANAL 1 @ TRAILWOOD

MARTIN COUNTY

LOXAHATCHEE RIVER
NATURAL AREA

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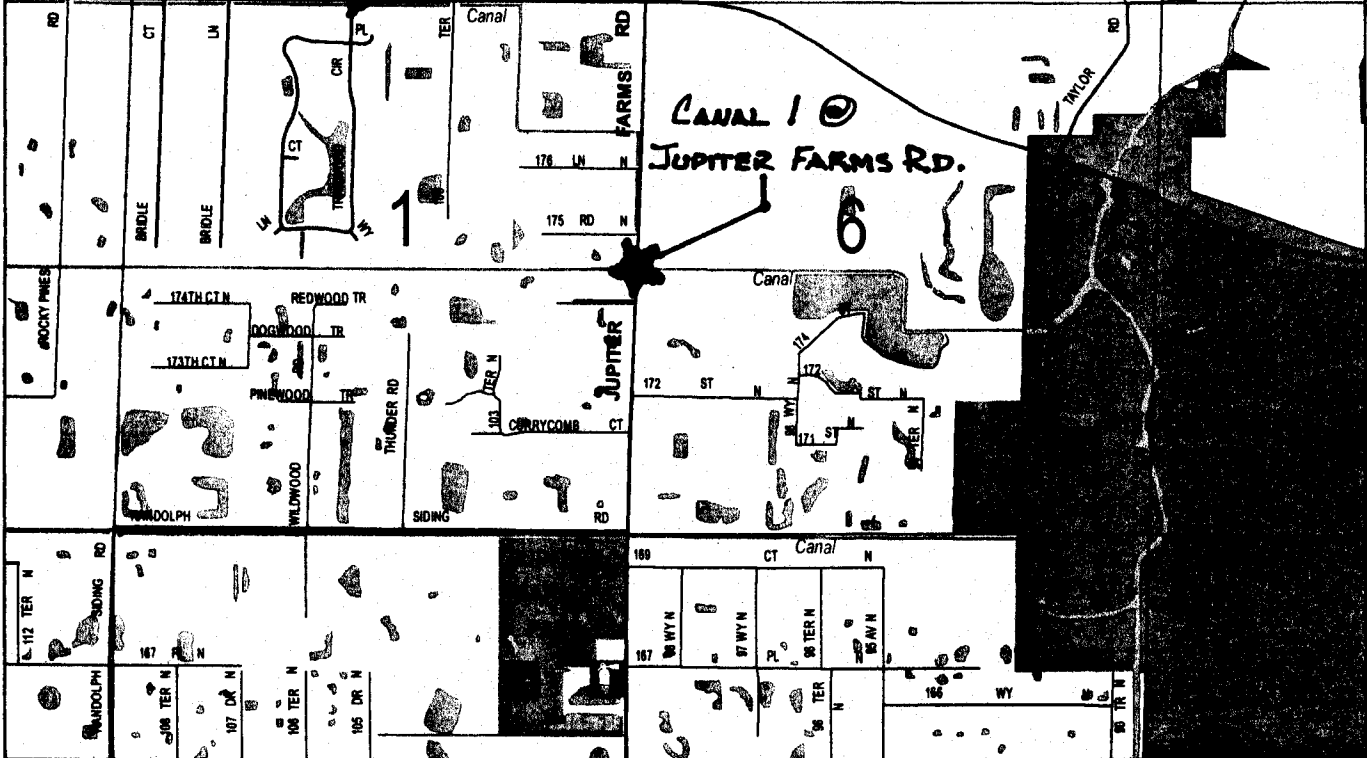
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INDIANTOWN RD

CANAL 1 @
JUPITER FARMS RD.

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JUPITER



NRCS AGREEMENTS AND AMENDMENTS

Agreement No. 69-4209-6-1645	\$1,102,000.00
Amendment 3 increased funding by	465,000.00
Amendment 5 increased funding by	458,000.00
Amendment 6 increased funding by	255,000.00

Amendments 1 and 2 extended completion date of original contract



Natural Resources Conservation Service
Florida State Office
2614 NW 43rd Street
Gainesville, FL 32606

PH 352-338-9555
FX 352-338-9578
www.fl.nrcs.usda.gov

August 31, 2007

Gale M. English
General Manager
South Indian River Water Control District
15600 Jupiter Farms Road
Jupiter, Florida 33478

RE: Project Agreement No. 69-4209-6-1645, Amendment No. 6

Dear Mr. English:

Enclosed is one (1) fully executed original copy of Amendment No. 6 to Project Agreement No. 69-4209-6-1645 between South Indian River Water Control District and NRCS relative to the Emergency Watershed Protection Program.

If you have any questions, please do not hesitate to call me at 352-338-9557.

Sincerely,

A handwritten signature in black ink that reads "Jesse T. Wilson".

Jesse T. Wilson
State Conservation Engineer

Enclosure

cc: T. Niles Glasgow, State Conservationist, Gainesville, Florida
Bruce Hawkins, ASTC Administration, Gainesville, Florida
Lynn Merrill, Contracting Officer, Gainesville, Florida
Jeff Schmidt, Area Conservationist, West Palm Beach, FL
Rosa Reyes, District Conservationist, West Palm Beach, Florida w/enclosure
Elwyn Cooper, Project Engineer, Gainesville, Florida w/enclosure

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AMENDMENT NO. 6
To
PROJECT AGREEMENT 69-4209-6-1645
Between
SOUTH INDIAN RIVER WATER CONTROL DISTRICT
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

RE: Emergency Watershed Protection project resulting from Hurricane Wilma.

This amends the Project Agreement 69-4209-6-1645 between the above parties relative to the Hurricane Wilma Emergency Watershed Protection Project.

Clause A is amended to increase funding by \$255,000.00 and to read as follows:

- A. It is agreed that the following-described work is to be constructed at an estimated cost not to exceed \$2,280,000.00.

<u>Location</u>	<u>Description</u>	<u>DSR No.</u>
South Indian River Water Control District Waterways	Remove debris to prevent flooding and erosion control to protect roads.	SIR-001W

Clause B.1 is amended to allow for the accomplishment of the works of improvement described in Section A and provide for their completion and to and to read as follows:

1. Provide for accomplishment of the works of improvement described in Section A and provide for their completion by December 31, 2007. The Sponsor shall provide NRCS a copy of any solicitation (Invitation for Bids, Request for Quotations, etc.), bid abstract, and awarded contract, or other basis of cost and accomplishment.

All other provisions of the Agreement remain unchanged.

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APPROVED:

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

By: Gale M. English

Title: General Manager Date: 8/27/07

This Action is authorized at an official meeting of the _____
on the _____ day of _____, 2007, at _____
State of Florida.

(Signature) Date: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: T. Niles Glasgow

Title: State Conservationist

Date: 8/30/07

Reviewed By: Lynn Merrill

Title: Contracting Officer

Date: 8/30/07



Natural Resources Conservation Service
Florida State Office
2614 NW 43rd Street
Gainesville, FL 32606

PH 352-338-9555
FX 352-338-9578
www.fl.nrcs.usda.gov

June 29, 2007

Gale M. English
General Manager
South Indian River Water Control District
15600 Jupiter Farms Road
Jupiter, Florida 33478

RE: Project Agreement No. 69-4209-6-1645, Amendment No. 5

Dear Mr. English:

Enclosed is one (1) fully executed original copy of Amendment No. 5 to Project Agreement No. 69-4209-6-1645 between South Indian River Water Control District and NRCS relative to the Emergency Watershed Protection Program.

If you have any questions, please do not hesitate to call me at 352-338-9557.

Sincerely,

A handwritten signature in black ink that reads "Jesse T. Wilson".

Jesse T. Wilson
State Conservation Engineer

Enclosure

cc: T. Niles Glasgow, State Conservationist, Gainesville, Florida
Bruce Hawkins, ASTC Administration, Gainesville, Florida
Lynn Merrill, Contracting Officer, Gainesville, Florida
Jeff Schmidt, Area Conservationist, West Palm Beach, FL
Rosa Reyes, District Conservationist, West Palm Beach, Florida w/enclosure
Elwyn Cooper, Project Engineer, Gainesville, Florida w/enclosure

RECEIVED

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AMENDMENT NO. 5
To
PROJECT AGREEMENT 69-4209-6-1645
Between
SOUTH INDIAN RIVER WATER CONTROL DISTRICT
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

RE: Emergency Watershed Protection project resulting from Hurricane Wilma.

This amends the Project Agreement 69-4209-6-1645 between the above parties relative to the Hurricane Wilma Emergency Watershed Protection Project.

Clause A is amended to increase funding by \$458,000.00 and to read as follows:

- A. It is agreed that the following-described work is to be constructed at an estimated cost not to exceed \$2,025,000.00.

<u>Location</u>	<u>Description</u>	<u>DSR No.</u>
South Indian River Water Control District Waterways	Remove debris to prevent flooding and erosion control to protect roads.	SIR-001W

Clause B.1 is amended to allow for the accomplishment of the works of improvement described in Section A and provide for their completion and to and to read as follows:

1. Provide for accomplishment of the works of improvement described in Section A and provide for their completion by August 15, 2007. The Sponsor shall provide NRCS a copy of any solicitation (Invitation for Bids, Request for Quotations, etc.), bid abstract, and awarded contract, or other basis of cost and accomplishment.

All other provisions of the Agreement remain unchanged.

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APPROVED:

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

By: Gale M. English

Title: General Manager Date: June 25, 2007

This Action is authorized at an official meeting of the Board of Supervisors of the South Indian
River Water Control District
on the 24th day of May, 2007 at Jupiter
State of Florida.

Gale M English Date: June 25, 2007
(Signature)

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

By: T. Niles Glasgow
T. Niles Glasgow

Title: State Conservationist

Date: 6/29/07

Reviewed By: Lynn Merrill
Lynn Merrill

Title: Contracting Officer

Date: 6-28-07



2614 N.W. 43rd Street
Gainesville, FL 32606-6611
Phone: 352-338-9555

P.O. Box 141510
Gainesville, FL 32614-15101
Fax: 352-338-9578

January 9, 2006

Gale M. English
General Manager
South Indian River Water Control District
15600 Jupiter Farms Road
Jupiter, Florida 33478

RE: Project Agreement No. 69-4209-5-1647, Amendment No. 4

Dear Mr. English:

Enclosed is one fully executed original copy of Amendment No. 4 to Project Agreement No. 69-4209-5-1647 between South Indian River Water Control District and NRCS relative to the Emergency Watershed Protection Program.

If you have any questions, please do not hesitate to call me at 352-338-9557.

Sincerely,

A handwritten signature in cursive script that reads "Jesse T. Wilson".
Jesse T. Wilson
State Conservation Engineer

Enclosure

cc: T. Niles Glasgow, State Conservationist, Gainesville, Florida
Bruce Hawkins, ASTC Administration, Gainesville, Florida
Lynn Merrill, Contracting Officer, Gainesville, Florida
Jeff Schmidt, Area Conservationist, West Palm Beach, Florida
Rosa Reyes, District Conservationist, West Palm Beach, Florida w/enclosure
Paul Nau, Agricultural Engineer, West Palm Beach, Florida w/enclosure

AMENDMENT NO. 4
To
PROJECT AGREEMENT 69-4209-5-1647
Between
SOUTH INDIAN RIVER WATER CONTROL DISTRICT
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

RE: Emergency Watershed Protection project resulting from Hurricane Frances.

This amends Project Agreement 69-4209-5-1647 between the above parties relative to the Hurricane Frances Emergency Watershed Protection Project.

Clause B.1 is amended to extend the completion date and to read as follows:

1. Provide for the accomplishment of the works of improvement described in Section A and provide for completion by January 31, 2006. The Sponsor will provide NRCS a copy of any solicitation (Invitation for Bids, Request for Quotations, etc.), bid abstract, awarded contract, or other basis of cost and accomplishment.

All other provisions of the Agreement remain unchanged.

APPROVED:

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

By: Gale M. English

Title: General Manager

Date: 1/03/06

This Action is authorized at an official meeting of the Board of Supervisors of the South Indian River Water Control District
on the 20th day of October, 2005 at Jupiter
State of Florida.

Gale M English
(Signature)

Date: 1/3/06

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: T. Niles Glasgow
T. Niles Glasgow

Reviewed By: Lynn Merrill
Lynn Merrill

Title: State Conservationist

Title: Contracting Officer

Date: 1/9/06

Date: 1-9-06



Natural Resources Conservation Service
Florida State Office
2614 NW 43rd Street
Gainesville, FL 32606

WJ
PH 352-338-9555
FX 352-338-9578
www.fl.nrcs.usda.gov

February 1, 2007

Gale M. English
General Manager
South Indian River Water Control District
15600 Jupiter Farms Road
Jupiter, Florida 33478

RE: Project Agreement No. 69-4209-6-1645, Amendment No. 3

Dear Mr. English:

Enclosed is one (1) fully executed original copy of Amendment No. 3 to Project Agreement No. 69-4209-6-1645 between South Indian River Water Control District and NRCS relative to the Emergency Watershed Protection Program.

If you have any questions, please do not hesitate to call me at 352-338-9557.

Sincerely,

A handwritten signature in black ink that reads "Jesse T. Wilson".

Jesse T. Wilson
State Conservation Engineer

Enclosure

cc: T. Niles Glasgow, State Conservationist, Gainesville, Florida
Bruce Hawkins, ASTC Administration, Gainesville, Florida
Lynn Merrill, Contracting Officer, Gainesville, Florida
Jeff Schmidt, Area Conservationist, West Palm Beach, FL
Rosa Reyes, District Conservationist, West Palm Beach, Florida w/enclosure
Elwyn Cooper, Project Engineer, Gainesville, Florida w/enclosure

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AMENDMENT NO. 3
To
PROJECT AGREEMENT 69-4209-6-1645
Between
SOUTH INDIAN RIVER WATER CONTROL DISTRICT
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

RE: Emergency Watershed Protection project resulting from Hurricane Wilma.

This amends the Project Agreement 69-4209-6-1645 between the above parties relative to the Hurricane Wilma Emergency Watershed Protection Project.

Clause A is amended to increase funding by \$465,000.00 and to read as follows:

- A. It is agreed that the following-described work is to be constructed at an estimated cost not to exceed \$1,567,000.

<u>Location</u>	<u>Description</u>	<u>DSR No.</u>
South Indian River Water Control District Waterways	Remove debris to prevent flooding and erosion control to protect roads.	SIR-001W

Clause B.1 is amended to allow for the accomplishment of the works of improvement described in Section A and provide for their completion and to and to read as follows:

1. Provide for accomplishment of the works of improvement described in Section A and provide for their completion by April 30, 2007. The Sponsor shall provide NRCS a copy of any solicitation (Invitation for Bids, Request for Quotations, etc.), bid abstract, and awarded contract, or other basis of cost and accomplishment.

All other provisions of the Agreement remain unchanged.

APPROVED:

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

By: Gale M. English

Title: General Manager Date: 1/25/07

This Action is authorized at an official meeting of the Board of Supervisors of the South Indian River Water Control District on the 19th day of January, 2007 at Jupiter

State of Florida

Gale M. English Date: 1/25/07
(Signature)

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

By: T. Niles Glasgow
T. Niles Glasgow

Title: State Conservationist

Date: 1/31/07

Reviewed By:

Lynn Merrill
Lynn Merrill

Title: Contracting Officer

Date: 1-31-07

CHANGE ORDER

No. 1

DATE OF ISSUANCE February 1, 2007 EFFECTIVE DATE February 1, 2007

OWNER South Indian River Water Control District
 CONTRACTOR Murray Logan Construction Inc.
 Contract: NRCS Hurricane Wilma
 Project: NRCS Emergency Watershed Protection Canal Improvements
 OWNER's Contract No. 69-4209-6-1645 ENGINEER's Contract No. 77-0361.161
 ENGINEER Len J. Lindahl, P.E.

You are directed to make the following changes in the Contract Documents:
 Description:

As part of original contract, eleven (11) additional sites have been added along with additional debris removal.

Reason for Change Order: **Received increase funding.**

Attachments: (List documents supporting change) **Schedule of Supplies and Services (pages CO-1 to CO-4), Specifications Section 531-Articulated Concrete Revetment (pages 531-1 to 531-15), Site Exhibits (pages 1 to 12).**

CHANGE IN CONTRACT PRICE:	
Original Contract Price	\$ <u>1,137,979</u> <i>1,102,000</i>
Net Increase (Decrease) from previous Change Orders No. <u>N/A</u> to <u>N/A</u> :	\$ <u>N/A</u>
Contract Price prior to this Change Order:	\$ <u>1,137,979</u>
Net increase (decrease) of this Change Order:	\$ 460,000 <i>465,000</i>
Contract Price with all approved Change Orders:	\$ <u>1,597,979</u> <i>Change</i>

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	Substantial Completion: <u>December 30, 2006</u> Ready for final payment: <u>January 8, 2007</u> (days or dates)
Net change from previous Change Orders No. <u>N/A</u> to No. <u>N/A</u> :	Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days)
Contract Times prior to this Change Order:	Substantial Completion: <u>December 30, 2006</u> Ready for final payment: <u>January 8, 2007</u> (days or dates)
Net increase (decrease) this Change Order:	Substantial Completion: <u>4</u> Ready for final payment: <u>4.25</u> (months)
Contract Times with all approved Change Orders:	Substantial Completion: <u>April 20, 2007</u> Ready for final payment: <u>April 30, 2007</u> (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____ By: _____ By: _____
 ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)

Date: _____ Date: _____ Date: _____

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute



Natural Resources Conservation Service
Florida State Office
2614 NW 43rd Street
Gainesville, FL 32606

PH 352-338-9555
FX 352-338-9578
www.fl.nrcs.usda.gov

January 8, 2007

Gale M. English
General Manager
South Indian River Water Control District
15600 Jupiter Farms Road
Jupiter, Florida 33478

RE: Project Agreement No. 69-4209-6-1645, Amendment No. 2

Dear Mr. English:

Enclosed is one (1) fully executed original copy of Amendment No. 2 to Project Agreement No. 69-4209-6-1645 between South Indian River Water Control District and NRCS relative to the Emergency Watershed Protection Program.

If you have any questions, please do not hesitate to call me at 352-338-9557.

Sincerely,

A handwritten signature in cursive script that reads "Jesse T. Wilson".

Jesse T. Wilson
State Conservation Engineer

Enclosure

cc: T. Niles Glasgow, State Conservationist, Gainesville, Florida
Bruce Hawkins, ASTC Administration, Gainesville, Florida
Lynn Merrill, Contracting Officer, Gainesville, Florida
Jeff Schmidt, Area Conservationist, West Palm Beach, FL
Rosa Reyes, District Conservationist, West Palm Beach, Florida w/enclosure
Elwyn Cooper, Project Engineer, Gainesville, Florida w/enclosure

RECEIVED JAN 8 2007

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AMENDMENT NO. 2

To

PROJECT AGREEMENT 69-4209-6-1645

Between

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

And The

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

RE: Emergency Watershed Protection project resulting from Hurricane Wilma.

This amends the Project Agreement 69-4209-6-1645 between the above parties relative to the Hurricane Wilma Emergency Watershed Protection Project.

Clause B.1 is amended to allow for the accomplishment of the works of improvement described in Section A and provide for their completion and to and to read as follows:

1. Provide for accomplishment of the works of improvement described in Section A and provide for their completion by December 31, 2006. The Sponsor shall provide NRCS a copy of any solicitation (Invitation for Bids, Request for Quotations, etc.), bid abstract, and awarded contract, or other basis of cost and accomplishment.

All other provisions of the Agreement remain unchanged.

APPROVED:

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

By: Gale M. English

Title: General Manager Date: 12/14/06

This Action is authorized at an official meeting of the Board of Supervisors
on the 14th day of December, 2006 at Jupiter
State of Florida.

Gale M English Date: 12/14/06
(Signature)

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

By: T. Niles Glasgow
T. Niles Glasgow

Title: State Conservationist

Date: 1/8/07

Reviewed By: Lynn Merrill
Lynn Merrill

Title: Contracting Officer

Date: 1.08.07



Natural Resources Conservation Service
Florida State Office
2614 NW 43rd Street
Gainesville, FL 32606

PH 352-338-9555
FX 352-338-9578
www.fl.nrcs.usda.gov

August 28, 2006

Gale M. English
General Manager
South Indian River Water Control District
15600 Jupiter Farms Road
Jupiter, Florida 33478

RE: Project Agreement No. 69-4209-6-1645, Amendment No. 1

Dear Mr. English:

Enclosed is one (1) fully executed original copy of Amendment No. 1 to Project Agreement No. 69-4209-6-1645 between South Indian River Water Control District and NRCS relative to the Emergency Watershed Protection Program.

If you have any questions, please do not hesitate to call me at 352-338-9557.

Sincerely,

Jesse T. Wilson
State Conservation Engineer

Enclosure

cc: T. Niles Glasgow, State Conservationist, Gainesville, Florida
Bruce Hawkins, ASTC Administration, Gainesville, Florida
Lynn Merrill, Contracting Officer, Gainesville, Florida
Jeff Schmidt, Area Conservationist, West Palm Beach, FL
Rosa Reyes, District Conservationist, West Palm Beach, Florida w/enclosure
Elwyn Cooper, Project Engineer, Gainesville, Florida w/enclosure

RECEIVED AUG 28 2006

Helping People Help the Land
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RECEIVED AUG 28 2006

AMENDMENT NO. 1
To
PROJECT AGREEMENT 69-4209-6-1645
Between
SOUTH INDIAN RIVER WATER CONTROL DISTRICT
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

RE: Emergency Watershed Protection project resulting from Hurricane Wilma.

This amends the Project Agreement 69-4209-6-1645 between the above parties relative to the Hurricane Wilma Emergency Watershed Protection Project.

Clause B.1 is amended to allow for the accomplishment of the works of improvement described in Section A and provide for their completion from 180 days to 265 days and to read as follows:

1. Provide for accomplishment of the works of improvement described in Section A and provide for their completion by November 30, 2006. The Sponsor shall provide NRCS a copy of any solicitation (Invitation for Bids, Request for Quotations, etc.), bid abstract, and awarded contract, or other basis of cost and accomplishment.

All other provisions of the Agreement remain unchanged.

APPROVED:

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

By: Gale M. English

Title: General Manager

Date: 8/21/06

This Action is authorized at an official meeting of the Board of Supervisors

on the 17th day of August, 2006 at Jupiter

State of Florida.

Gale M. English
(Signature)

Date: 8/21/06

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

By: T. Niles Glasgow
T. Niles Glasgow

Title: State Conservationist

Date: 8/25/06

Reviewed By: Lynn Merrill

Lynn Merrill

Title: Contracting Officer

Date: 8-25-06



2614 N.W. 43rd Street
Gainesville, FL 32606-6611
Phone: 352-338-9555

P.O. Box 141510
Gainesville, FL 32614-15101
Fax: 352-338-9578

Wilson

March 10, 2006

Gale M. English
General Manager
South Indian River Water Control District
15600 Jupiter Farms Road
Jupiter, Florida 33478

RE: Project Agreement No. 69-4209-6-1645

Dear Mr. English:

Enclosed is one (1) fully executed original copy of Project Agreement No. 69-4209-6-1645 between South Indian River Water Control District (SIRWCD) and NRCS relative to the Emergency Watershed Protection Program. Receipt of this project agreement constitutes the notice to proceed.

As stated in your letter, you and Michael Dillon will serve as the liaison between the SIRWCD and NRCS. Elwyn Cooper will serve as the NRCS liaison. Mr. Cooper can be reached at (352) 338-9558 (office) or (352) 339-1604 (cell).

If you have any questions, please do not hesitate to call me at 352-338-9557.

Sincerely,

A handwritten signature in black ink that reads "Jesse T. Wilson".

Jesse T. Wilson
State Conservation Engineer

Enclosure

cc: T. Niles Glasgow, State Conservationist, Gainesville, Florida
Bruce Hawkins, ASTC Administration, Gainesville, Florida
Lynn Merrill, Contracting Officer, Gainesville, Florida
Jeff Schmidt, Area Conservationist, West Palm Beach, Florida
Rosa Reyes, District Conservationist, West Palm Beach, Florida w/enclosure
Elwyn Cooper, Project Engineer, Gainesville, Florida w/enclosure

STATE: Florida
PROJECT: 125046
AGREEMENT NO.: 69-4209-6-1645

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT

LOCALLY LED CONTRACTING

THIS AGREEMENT is hereby entered into by and between the South Indian River Water Control District hereinafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by Hurricane Wilma.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

- A. It is agreed that the following-described work is to be constructed at an estimated cost not to exceed \$1,102,000.

<u>Location</u>	<u>Description</u>	<u>DSR No.</u>
South Indian River Water Control District Waterways	Remove debris to prevent flooding and erosion control to protect roads.	SIR-001W

B. THE SPONSOR WILL:

1. Provide for accomplishment of the works of improvement described in Section A and provide for their completion within 180 days from the time that this agreement is executed and a notice to proceed is received. The Sponsor shall provide NRCS a copy of any solicitation (Invitation for Bids, Request for Quotations, etc.), bid abstract, and awarded contract, or other basis of cost and accomplishment.
2. Provide cash contribution for any portion of the required 25% of the actual cost of constructing the emergency watershed protection measures described in Section A not provided by in-kind construction services described in B.3.
3. If approved by NRCS, the sponsor may provide in-kind construction services (materials, labor, and equipment). The Sponsor shall develop a Plan of Operation for

all in-kind construction services performed. The Plan of Operation shall be submitted to NRCS for approval prior to commencement of construction. The maximum value of all in-kind construction services shall not exceed \$150,000 or 25 percent (whichever is less) of the total *actual* cost of the works of improvements described in Section A and in accordance with Section B.4 of this agreement. In-kind construction services shall not exceed published FEMA rates unless otherwise documented and concurred by NRCS. In-kind services will not be reimbursed for in-kind construction services provided by the Sponsor.

4. Actual cost of construction will consist of contracts awarded to contractors plus eligible Sponsor in-kind construction services of materials, labor, and equipment. The Sponsor shall provide NRCS records to support costs incurred by the Sponsor.
5. Provide in-kind technical services (survey the site, design the project, develop engineering plans and specifications, let and administer contracts, and inspect work performed). The maximum value of in-kind technical services that will be reimbursed to the Sponsor will not exceed 7.5 percent of the *actual* cost of constructing the emergency watershed protection measures described in Section A and in accordance with Section B.4 of this agreement.
6. Acquire needed real property rights (land and water), permits, and licenses in accordance with State and Federal laws at no cost to NRCS. Provide certification (signed NRCS-ADS-78) that real property rights have been obtained for works of improvement described in Section A supported by an attorney's opinion attached thereto. Certification shall be provided to NRCS prior to solicitation for installation of the works of improvement.
7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the work described in Section A.
8. Take reasonable and necessary actions, including legal action, if required, to dispose of any and all contractual and administrative issues arising out of the contract(s) awarded under this agreement to include but not be limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project, and bringing suit to collect from the contractor any moneys due in connection with the contract. Any monies collected will be distributed to the parties in the same ratio as contributions are made.
9. Comply with the requirements of the provisions included in Attachment A to this agreement. If applicable, complete the attached "Clean Air and Water Certification" included in Attachment A.
10. Hold a pre-design conference with the Sponsor, Sponsor's design engineer, and NRCS. The design conference shall set forth design parameters concurred by both the Sponsor and NRCS.
11. Prior to commencement of work and/or solicitation of bids, submit for NRCS review, the preliminary design, construction specifications, and drawings prepared in accordance with standard engineering principles and design parameters set forth in the pre-design conference.
12. Prior to commencement of work and/or solicitation of bids, submit for NRCS review the Quality Assurance Plan (QAP). The QAP shall outline technical and administrative

- expertise required to ensure the works of improvement are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements.
13. Upon receiving comments from NRCS, prepare the final design, construction specifications, and drawings in accordance with standard engineering principles, design parameters set forth in the pre-design conference, and the QAP. One set of the final plans, specifications and QAP shall be submitted to NRCS for final review and concurrence prior to solicitation of bids and/or commencement of work. The final construction plans and specifications shall be signed and sealed approved by a Professional Engineer registered in the State of Florida.
 14. Provide construction inspection in accordance with the QAP.
 15. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, State, and local statutes and ordinances prior to solicitation for installation of the works of improvement. All modifications to the plans and specifications shall be reviewed and concurred in by NRCS.
 16. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
 17. Designate an individual to serve as liaison between the Sponsor and NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to NRCS.
 18. Ensure that all contracts for design and construction services will be procured in accordance with procedures prescribed in the Code of Florida and Federal regulations applicable to the Sponsor, including the provisions contained in Attachment B to this agreement.
 19. Arrange for and conduct final inspection of the works of improvement. The NRCS Liaison, the Sponsor Liaison, and the Sponsor's design engineer shall participate in the final inspection. A Professional Engineer registered in the State of Florida furnished by the Sponsor shall certify that the project was installed in accordance with contractual requirements.
 20. For structural measures, prepare and submit for approval an Operation and Maintenance Plan prior to completion of construction. Upon completion of the work, the Sponsor shall assume responsibility for operation and maintenance of the works of improvement installed.
 21. If needed, upon completion of emergency protection measures and the elimination of the threat, take action to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standards, the sponsor will not be eligible for future funding under the Emergency Watershed Protection program.

22. Provide final as-built drawings and quantities to NRCS. As-built drawings and quantities shall be certified by the engineer furnished by the Sponsor. The engineer furnished by the Sponsor shall certify final quantities.
23. Pay the contractor as provided in the contract(s). Submit billings for reimbursement to NRCS on Form SF-270, Request for Advance or Reimbursement.
24. Administer their action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-133, and other rules referenced in 7-CFR 3015.
25. Comply with the nondiscrimination provisions of the Equal Opportunity clause and the Notice to Contracting Local Organizations of the Requirement for Certifications of Nonsegregated Facilities clause, Form SCS-AS-83, attached hereto as Attachment B.
26. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement. Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts. Be responsible for all administrative expenses (including but shall not be limited to facilities, clerical expenses), and legal counsel necessary including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.
27. Provide 100 percent of the costs of works of improvement not eligible for federal cost share.
28. Complete all required work under this agreement, including but not limited to construction of works of improvement, final inspection, payment of all contractors, submissions of as-builts and final quantities, etc.

C. NRCS WILL:

1. Provide 75 percent of the *actual* cost of constructing the emergency watershed protection measures described in Section A and computed as described in B.4.
2. Provide the value of the Sponsor in-kind technical services not to exceed 7.5 percent of the *actual* cost of constructing the emergency watershed protection measures described in Section A and computed as described in B.4.
3. Assist Sponsor and Sponsor's engineer establish design parameters and approve and concur in same as set forth in Section B.10.
4. Not be substantially involved with the technical or contractual administration of this agreement, but will provide advice and counsel as needed.
5. Make payment to the Sponsor covering NRCS's share of the cost, upon receipt and approval of Form SF-270, Request for Advance or Reimbursement, with supporting documentation.

6. Upon notification of the completion of construction, NRCS shall promptly review the performance of Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.
7. Designate an individual to serve as liaison between the NRCS and the Sponsor. The major duties, responsibilities and authorities of the liaison will be to review and concur with specifications and drawings for the works of improvement described in Section A, assist in the final inspection of the works of improvement, certify along with the Sponsor's Professional Engineer when all work has been completed according to the specifications and drawings, and review the SF-270 and supporting documents, approve, sign, and submit the SF-270 and supporting documents to NRCS for reimbursement to the Sponsor.
8. Review, comment and concur on draft and final plans, specifications, and QAP as described in Sections B.11, B.12 and B.13.

D. IT IS MUTUALLY AGREED:

1. This agreement shall become null and void 90 calendar days after the date NRCS has executed this agreement if a solicitation for bids has not been publicly advertised or a contract has not been awarded.
2. This agreement shall be effective upon signature by NRCS. All work required under this agreement shall be completed in accordance with B.1.
3. That each party shall review, comment, and concur with the construction plans, specifications, and quality assurance plans as identified in Sections B.11, B.12 and B.13 of this agreement.
4. Upon notification from the Sponsor of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement have been met.
5. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to appropriate funds.
6. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsors have failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments or recoveries made by NRCS under this termination shall be in accordance with the legal rights and liabilities of NRCS and the Sponsors.
7. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
8. Designated Liaisons may make adjustments to and between individual projects cost without amendment so long as the total estimated amount described in A of this agreement is not exceeded.

9. This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Receipt of a facsimile signature (followed promptly by an original executed counterpart) shall be deemed receipt of an original.
10. By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.
11. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the South Indian River Water Control District or any member of the South Indian River Water Control District. They also shall not assist the South Indian River Water Control District or any member the South Indian River Water Control District > with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the South Indian River Water Control District, or any member of the South Indian River Water Control District, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.
12. Employees of the South Indian River Water Control District shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.

E. APPROVED:

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

By: Gale M. English
Title: General Manager
Date: 2/28/06
TIN: 59-1270454

Signatory Official is authorized to make this commitment on behalf of South Indian River Water Control District.

Gale M English
(Signature)
2/28/06
(Date)

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

By: DK W
Title: Acting SFC Date: 3/10/06
Reviewed: [Signature] Date: 3-10-06

ATTACHMENT A – SPECIAL PROVISIONS

- I. DRUG-FREE WORKPLACE CERTIFICATION**
- II. CERTIFICATION REGARDING LOBBYING**
- III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS**
- IV. CLEAN AIR AND WATER CERTIFICATION**
- V. ASSURANCES AND COMPLIANCE**
- VI. EXAMINATION OF RECORDS**

ATTACHMENT A – SPECIAL PROVISIONS

Sponsor agrees to comply with the following special provisions which are hereby incorporated into this Agreement.

I. Drug Free Workplace

By signing this Agreement, the Sponsor is providing the certification set out below. If it is later determined that the Sponsor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Department of Agriculture Natural Resources Conservation Service (hereinafter "Service"), in addition to other remedies available to the Federal Government, may take action under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. § 812) and as further defined by regulation (21 C.F.R. §§ 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal and State criminal drug statutes;

Criminal drug statute means a Federal or State criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a Sponsor directly engaged in the performance of work for which the Service is providing funding, including (i) All direct charge employees; (ii) All indirect charge employees, unless their impact or involvement is insignificant to the work performed by the Sponsor; and (iii) Temporary personnel and consultants who are directly engaged in the work performed by the Sponsor and who are on the Sponsor's payroll. This definition does not include workers not on the payroll of the Sponsor (e.g., volunteers, even if used to meet matching requirements; consultants or independent contractors not the Sponsor's payroll, or employees of subrecipients or subcontractors in covered workplaces).

CERTIFICATION.

A. The Sponsor certifies that it has or will continue provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sponsor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The danger of drug abuse in the workplace;
 - (2) The Sponsor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the Program be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment by the Sponsor, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the Sponsor in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the Service in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Service officer or other designee on whose Sponsor activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notice. Notice shall include the identification number(s) of the Sponsor.
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).
 - (h) Agencies shall keep the original of all disclosure reports in the official files of the agency.
- B. The Sponsor may provide a list of the site(s) for the performance of work done in connection with the Program described in this Agreement.

II. Certification Regarding Lobbying (7 C.F.R. § 3018) (Applicable if this agreement exceeds \$100,000)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, and officer or employee of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement..
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The Sponsor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

III. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions, (7 C.F.R. § 3017)

- (1) The Sponsor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of awards, making false statements, or receiving stolen property;

- (c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this cooperative agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the primary Sponsor is unable to certify to any of the statements of this certification, such prospective participant shall attach an explanation to this Agreement.

IV. Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. § 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. § 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The Sponsor signatory to this Agreement certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed agreement is _____, is not _____ listed on the Environmental Protection Agency List of Violating Facilities.
- (b) To promptly notify the State or Regional Conservationist prior to the signing of this Agreement by the Service, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating any facility which he/she proposes to use for the performance of the agreement under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

Clean Air and Water Clause

(Applicable only if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. § 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. § 1319(c)) and is listed by EPA, or the agreement is not otherwise exempt.)

A. The Sponsor agrees as follows:

- (1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. § 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this Agreement by the Service.
- (2) That no portion of the work required by this Agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Agreement was signed by the Service unless and until the EPA removes the name of such facility or facilities from such listing.

- (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities at which the work under this Agreement is being performed.
- (4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A.

B. The terms used in this clause have the following meanings:

- (1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. § 1857 et seq., as amended by Public Law 91-604).
- (2) The term "Water Act" means the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq., as amended by Public Law 92-500).
- (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. § 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. § 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. § 1857c-7(d)).
- (4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. § 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. § 1317).
- (5) The term "compliance" means compliance with the clean air or water standards. Compliance shall also mean compliance with the schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or any air or water pollution control issued pursuant thereto.
- (6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased or supervised by a Sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are located in one geographical area.

V. Assurance and Compliance

As a condition of the grant or cooperative agreement, the Sponsor assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set

out in 7 C.F.R. §§ 3015, 3016, 3017, 3018, 3019 and 3052, which are hereby incorporated in this Agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give the Service or the Comptroller General, through any authorized representative, access to and the right to examine all records, papers, or documents related to this Agreement under the procedures set forth under Section (C)(8) of the Agreement. Retain all records related to this Agreement for a period of three years after the completion of the terms of this Agreement in accordance with the applicable OMB Circular.

ATTACHMENT B - SPECIAL PROVISIONS

- I. EQUAL OPPORTUNITY (SCS-AS-83)
- II. EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION) (SCS-AS-83)
- III. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES
- IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS
- V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES
- VI. CERTIFICATION OF NONSEGREGATED FACILITIES (SCS-AS-818)
- VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

ATTACHMENT B - SPECIAL PROVISIONS

CONSTRUCTION

I. EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

II. EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 'The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.
7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, however, that if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part 11, Subpart D, of the Executive Order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

III. NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

- (a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

- (a) Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

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File Code AS-14

VI. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national of because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE - The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Contractor: _____

Signature: _____

Title: _____ Date: _____

VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. 'Covered area' means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract act Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employees Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cub Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of die Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through as association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting s goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 1 1246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractors compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all at which the Contractors employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractors obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union

hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in a file with the reason therefore, along with whatever additional actions the Contractor may have taken.

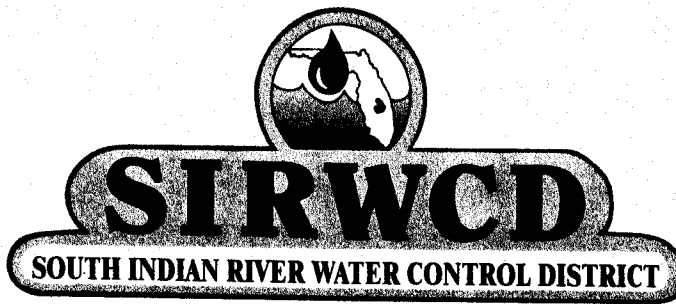
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities, and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. - specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and its action obligations under these specifications with all employees having any responsibility for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Fore etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations to schools with minority and female students and to minority and female recruitment and training organizations, serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification, to organizations such as the above, describing the openings, screening procedure, and tests to be used in the selection process. Encourage present minority and female employees to

- recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractors workforce.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractors workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractors obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to ensure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor adherence to and performance under the Contractors EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in achieving one or more of the affirmative action obligations (Paragraphs 7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participants may be asserted as any one or more of its obligations under Paragraphs 7.a. through 7.p. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractors minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easy understandable and retrievable form however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
14. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A Florida 298
Special District

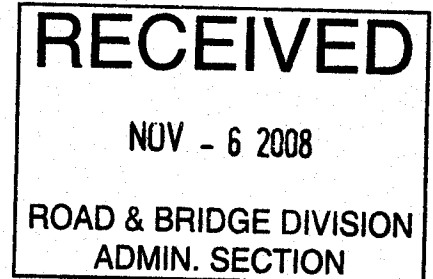
State of Florida
Jupiter, Florida



Over 85 Years of Service

November 4, 2008

Mr. Tony Luffman
Assistant Director Road & Bridge Division
Palm Beach County
2555 Vista Parkway
West Palm Beach, FL 33411



Dear Tony:

We finally "settled up" with NRCS for their Canal 1 and Jupiter Farms Road shared cost and are forwarding to you what we feel represents the agreed upon totals for three completed projects.

Included are the financial documents related to the final project, the Canal 1 and Jupiter Farms Road culvert replacement. It is my understanding that the previous projects have already been approved and certified and that the agreed upon County contributions are ready for release.

Please call me if you need more information.

Sincerely,

Gale M. English
General Manager

attchs.

PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACT PAYMENT REQUEST

Exhibit A

JUPITER FARMS ROAD & CANAL 2 CULVERT REPLACEMENT
(Project)

Grantee South Indian River Water Control District Request Date 10/29/08
Billing # 4 Billing Period 4/1/08 to 9/30/08

PROJECT PAYMENT SUMMARY

Item	Project Costs This Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	\$62,780.00		\$62,780.00
Contractual Services	424,290.28		424,290.28
Materials, Supplies, Direct Purchases			
Grantee Stock			
Equipment From In House	1,670.68		1,670.68
TOTAL PROJECT COSTS	\$488,740.96		\$ 480,740.96

Certification: I hereby certify that the above were incurred for the work identified as being accomplished in the attached progress reports.

Gale M. English
Administrator/Date
Gale M. English 10/29/08

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Charles F. Haas
Financial Officer/Date 11/04/08
Charles F. Haas, Treasurer

REQUESTED PAYMENT FROM PALM BEACH COUNTY \$

PBC USE ONLY	
County Funding Participation	\$ _____
Total Project Cost	\$ _____
Total project costs to date	\$ _____
County obligation to date	\$ _____
County retainage (___%)	(\$ _____)
County funds previously disbursed	(\$ _____)
County funds due this billing	\$ _____
Reviewed and Approved by:	
	_____ PBC Project Administrator/Date
	_____ Assistant County Engineer or Fiscal Manager/Date

**PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

HURRICANE WILMA - JUPITER FARMS RD & CANAL @ CULVERT REPLACEMENT
(Project)

Grantee South Indian River
Water Control District

Billing Date 10/29/08

Billing # 3

Billing Period _____

ROAD AND BRIDGE
PBC ENGINEERING

Contractor Name	Contractor Invoice Number and date	City Check or Voucher Number and date	Project Amount Paid this period	General Description
<u>Murray Logan Const. Co.</u>	<u>4415 - 9/15/08</u>	<u>16649 - 9/18/08</u>	<u>\$424,290.28</u>	<u>Replace Palm Beach County Road Crossing Culvert at Jupiter Farms Rd. & Canal 2 including guard rails and road re-paving.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL			\$424,290.28	

Certification: I hereby certify that the purchase(s) noted above were used in accomplishing the project.
Gale M. English
Administrator/Date 11/04/08
Gale M. English, General Manager

Certification: I hereby certify that bid tabulations, executed contract cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.
Charles F. Haas
Financial Officer/Date 11/04/08
Charles F. Haas, Treasurer

5612333986
10/29/2008 16:12 5616844167

JUPITER FARMS ROAD & CANAL 2 CULVERT REPLACEMENT PROJECT

Murray Logan - Contractor's cost	\$	424,290.28	
*Palm Beach County cost not reimbursable by NRCS		62,102.00	(See NOTE)
Net reimbursable by NRCS 75/25	\$	362,188.28	

NRCS 75% of net reimbursable		271,641.21	
District's 25% of net reimbursable		90,547.07	
	\$	362,188.28	

NOTE:

Cost not reimbursed by NRCS *

Paving		25,898.00	
Culvert under paving		20,005.00	
New guard rail section west side		16,199.00	
		<u>62,102.00</u>	

Total reimbursed by NRCS		337,756.13	
(Includes engineering and in house costs)			

County 1/2 of Dist's 25%	\$	45,273.54	
County cost not funded by NRCS		62,102.00	
Total County share Jup. Farms Culvert	\$	107,375.54	

PREVIOUS COST SHARING PROJECTS - SIRWCD & PALM BEACH COUNTY

Trailwood & Canal 1 Culvert		96,752.58	
Rd. crossing riprap repairs on County roadways		53,377.30	

Total owed South Indian River WCD	\$	257,505.42	
--	-----------	-------------------	--

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

Payee Murray Logan Construction, Inc
 Vendor ID MLOGAN

Account #:

16649
 16649
 9/18/2008

Invoice	Description	Discount	Amount
4415	NRCS - WILMA -Canal 2 & Jup. Farms culvert crossing	\$0.00	\$424,290.28

Total : \$0.00 \$424,290.28

LMP117 Laser Multipurpose Check

51N321

1	Mobilization/ Demobilization	\$9,154.00	100%	\$9,154.00
---	------------------------------	------------	------	------------

MURRAY LOGAN CONSTRUCTION, INC.
 313 - 65th TRAIL NORTH
 WEST PALM BEACH, FL 33413

INVOICE ID: 4415
 INVOICE DATE: 9/15/2008

TO: SOUTH INDIAN RIVER WATER CONTROL DISTRICT
 ATTN: MR. GALE ENGLISH
 15600 JUPITER FARMS ROAD
 JUPITER, FL 33478

JOB LOCATION: S.I.R.W.C.D. WILMA CLEARING
 JUPITER FARMS ROAD/
 CANAL 1 & 2 CROSSING
 M.L.C.I. JOB #06-360

ITEM	DESCRIPTION	ORIGINAL AMOUNT	PERCENT BILLED	BILLED AMOUNT
1	Mobilization/ Demobilization	\$9,154.00	100%	\$9,154.00
2	Maintenance of Traffic/ Road Closure	\$36,960.00	100%	\$36,960.00
3	Clearing and Grubbing	\$1,911.00	100%	\$1,911.00
4	Structure Removal/ Disposal	\$14,895.00	100%	\$14,895.00
5	Signage	\$400.00	100%	\$400.00
6	Pollution Prevention Control	\$2,000.00	100%	\$2,000.00
7	Dewatering Including Bedding Stone	\$48,576.00	100%	\$48,576.00
8	Aluminum Structural Plate Pipe Arch/ Endwall Material	\$115,548.00	100%	\$115,548.00
9	Culvert/ Endwall Off Loading and Installation	\$39,019.00	100%	\$39,019.00
10	Rock RipRap Upstream and Downstream	\$52,589.00	100%	\$52,589.00
11	Road Reconstruction	\$25,898.00	100%	\$25,898.00
12	Road Mill/ Pave 30 to 45 Days after Road Opened	\$15,000.00	0%	\$0.00
13	Concrete Barrier Wall 80'	\$34,560.00	100%	\$34,560.00
14	Guardrail Reconstruction East/ New Guardrail West	\$24,987.00	100%	\$24,987.00
15	Fence Reconstruction	\$500.00	100%	\$500.00
16	Sod Slopes and Seed/Mulch	\$4,488.00	100%	\$4,488.00
17	Bypass Pumps	\$0.00	100%	\$12,805.28 ✓

120-538-5490 \$424,290.28

DATE ENTERED: SEP 18 2008

VOUCHER #

BY: _____

SUPERINTENDENT / ENGINEER

AMOUNT BILLED \$424,290.28

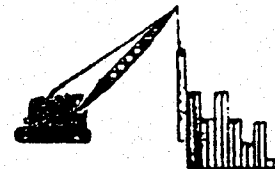
RETAINAGE HELD \$0.00

FINAL AMOUNT DUE \$424,290.28

MURRAY LOGAN CONSTRUCTION, INC.

General Contractors

313 65TH TRAIL NORTH
WEST PALM BEACH, FLORIDA 33413
TELEPHONE (561) 686-3948
FAX (561) 686-7465



Excellence
Since
1968

September 8, 2008

South Indian River Water Control District
c/o Boyle Engineering
Fax #: 772-286-3925
Attn: Len Lindahl, Jr. and Amy Eason

Re: NRCS Hurricane Wilma Work
Jupiter Farms Road/Canal 1 and 2 Road Crossing

Dear Mr. Lindahl/Mrs. Eason:

I am writing to request a cost increase to the above referenced project to cover the bypass pumping costs incurred to provide the additional flood protection afforded by the effort. Following is a break down of the actual costs incurred:

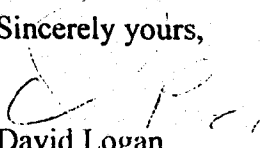
Item	Description	Amount
1	MWI 2ea. 12" Pumps	\$4,589.38
2	MWI 3ea. 10" Pumps	\$3,392.04
3	Fuel 1,403.10 Gallons @\$3.438/gal.	\$4,823.86
	Subtotal	\$12,805.28

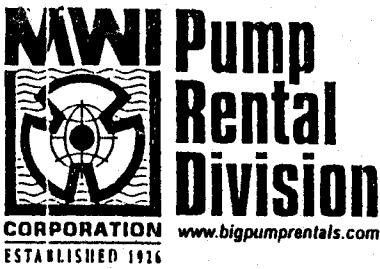
Murray Logan Construction, Inc. is not seeking contractor markup or labor/equipment costs for installation/removal of the systems, as the implementation of the bypass systems reduced the contractor risk associated with flooding the project/surrounding areas.

We therefore request a Change Order in the amount of \$12,805.28 at this time.

Please review the attached supporting documents and let me know if you need additional information for processing this Change Order request.

Sincerely yours,

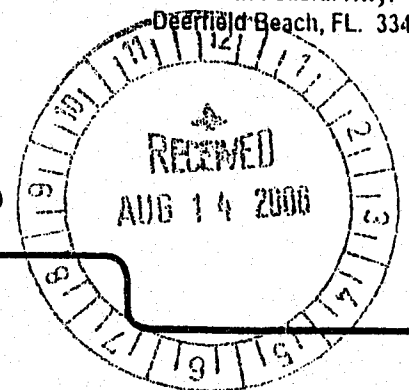

David Logan
President



REMIT TO:
201 North Federal Hwy.
Deerfield Beach, FL 33441

MWI 220

208 NW 1ST STREET
DEERFIELD BEACH, FL 33441
PH: (954) 427-2206 FX: (954) 426-2009



INVOICE

BILL TO: MURRAY LOGAN CONSTRUCTION, INC
313 65TH TRAIL NORTH
WEST PALM BEACH FL 33413

INVOICE #: 220004361
INVOICE DATE: 08/12/2008
CONTRACT #: 220001725
RETURN SLIP: 734
DIVISION: 220

SHIP TO: JUPITER FARMS
JUPITER FL

SITE: 36
CUSTOMER: 044250
TEL: 561-686-3948
TERMS: NET 30

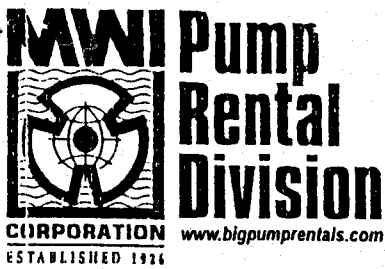
PAGE: 1 CM

210-MATT MILINSKI

PRODUCT # DESCRIPTION	DATE/TIME OUT	BILLED THRU	STATUS	QTY	UNIT PRICE	AMOUNT
✓ 4232 TP12 12" HYD. SUB. TRASH PUMP	SUN AUG 03/2008 8:00AM	MON AUG 11/2008 8:45AM	RTD:	1	533.33	533.33
8358 2400D HYDRAULIC DRIVE UNIT	SUN AUG 03/2008 8:00AM	MON AUG 11/2008 8:45AM	RTD:	1	808.89	808.89
✓ 4107 TP12 12" HYD. SUB. TRASH PUMP	SUN AUG 03/2008 8:00AM	MON AUG 11/2008 8:45AM	RTD:	1	533.33	533.33
9121 2400D HYDRAULIC DRIVE UNIT	SUN AUG 03/2008 8:00AM	MON AUG 11/2008 8:45AM	RTD:	1	808.89	808.89
5503-01 1 1/4" X 50' H.P. HYDRAULIC HOSE	SUN AUG 03/2008 8:00AM	MON AUG 11/2008 8:45AM	RTD:	4	.00	.00
7104-01 12" HDPE PIPE PER FT. W/BAUER	SUN AUG 03/2008 8:00AM	MON AUG 11/2008 8:45AM	RTD:	310	2.39	740.90
7802-09 12" BAUER 45 STEEL ELBOW	SUN AUG 03/2008 8:00AM	MON AUG 11/2008 8:45AM	RTD:	2	33.33	66.66
DELIVERY - EMERGENCY CHARGE TO OPEN SHOP				1	350.00	350.00
PICKUP				1	350.00	350.00

TOT RENTALS: 3652.00 TOT SALES: .00 TOT SERVICES: 700.00 SUBTOTAL: 4352.00
 6% STATE 219.12
 .5% PALM B 18.26
 TOTAL: 4589.38
 BALANCE DUE: 4589.38

JOB # 06-380 DATE 8/27
 COST CODE 703
 OK TO PAY MS 9-10-08



REMIT TO:
201 North Federal Hwy.
Deerfield Beach, FL. 33441

MWI 220

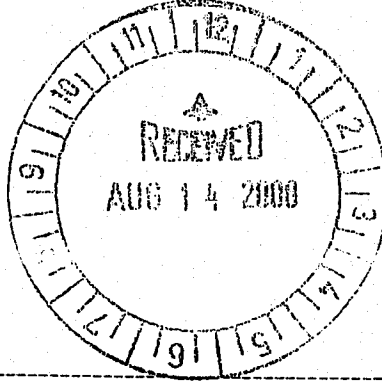
208 NW 1ST STREET
DEERFIELD BEACH, FL 33441
PH: (954) 427-2206 FX: (954) 426-2009

INVOICE

BILL TO: MURRAY LOGAN CONSTRUCTION, INC
313 65TH TRAIL NORTH
WEST PALM BEACH FL 33413

INVOICE #: 220004363
INVOICE DATE: 08/12/2008
CONTRACT #: 220001728
RETURN SLIP: 741
DIVISION: 220

SHIP TO: JUPITER FARMS
JUPITER FL



SITE: 36
CUSTOMER: 044250
TEL: 561-686-3948
TERMS: NET 30

PAGE: 1 CM

210-MATT MILLINSKI

PRODUCT # DESCRIPTION	DATE/TIME OUT	BILLED THRU	STATUS	QTY	UNIT PRICE	AMOUNT
✓ 7932 20000 HYDRAULIC DRIVE UNIT	MON AUG 04/2008 4:00PM	MON AUG 11/2008 8:45AM	RTD:	1	460.00	460.00
✓ 8222 20000 HYDRAULIC DRIVE UNIT	MON AUG 04/2008 4:00PM	MON AUG 11/2008 8:45AM	RTD:	1	460.00	460.00
✓ 8225 20000 HYDRAULIC DRIVE UNIT	MON AUG 04/2008 4:00PM	MON AUG 11/2008 8:45AM	RTD:	1	460.00	460.00
✓ 3946 TP10 10" HYD. SUB. TRASH PUMP	MON AUG 04/2008 4:00PM	MON AUG 11/2008 8:45AM	RTD:	1	306.67	306.67
✓ 3979 TP10SS 10" HYD SUB TRASH PUMP	MON AUG 04/2008 4:00PM	MON AUG 11/2008 8:45AM	RTD:	1	306.67	306.67
✓ 3982 TP10SS 10" HYD SUB TRASH PUMP	MON AUG 04/2008 4:00PM	MON AUG 11/2008 8:45AM	RTD:	1	306.67	306.67
5507-01 1"X50' H.P. HYDRAULIC HOSES	MON AUG 04/2008 4:00PM	MON AUG 11/2008 8:45AM	RTD:	3	.00	.00
5503-01 1 1/4"X50' H.P. HYDRAULIC HOSE	MON AUG 04/2008 4:00PM	MON AUG 11/2008 8:45AM	RTD:	3	.00	.00
7001-11 8" HDPE PIPE PER FT. W/BAUFR	MON AUG 04/2008 4:00PM	MON AUG 11/2008 8:45AM	RTD:	150	3.50	525.00
14506-06 8"X50' RED LAYFLAT W/BAUER	MON AUG 04/2008 4:00PM	MON AUG 11/2008 8:45AM	RTD:	6	60.00	360.00

PRODUCTS OUTSTANDING ON CONTRACT

7002-06 8" BAUER 45 ELBOW MON AUG 04/2008 4:00P OUT 3

TOT RENTALS:	3185.01	TOT SALIS:	.00	TOT SERVICES:	.00	SUBTOTAL:	3185.01
						6% STATE	191.10
						.5% PALM B	15.93
						TOTAL:	3392.04
						BALANCE DUE:	3392.04

360

JOB #	360	DATE	8/21
COST CODE	703		
HOLD			
OK TO PAY	AS		

7-10-08

4/4

David Logan

From: Shannon Justice [sjustice@PortConsolidated.com]
Sent: Friday, September 05, 2008 6:38 PM
To: David Logan
Cc: Rick Williams
Subject: Murray Logan prices 09/06-09/08

RUNL... 3.8585
MID... 3.9333
PREM... 4.0785
ULSD... 3.971
HSD... 3.438

OKC Logo Diesel

Shannon Justice

Day	Callout
8/2	202
8/4	192.5
8/5	195.4
8/6	327.0
8/7	219.0
8/8	267.0

1,703.10 Callout

3 428 / 5 11.11

4,823.21

9/8/2008

3550 S. W. Corporate Parkway
Palm City, Florida 34990
Tel: 772-286-3883
Fax: 772-286-3925

April 28, 2008

Project No: 24436.83
Invoice No: 055343

South Indian River Water Control Dist
15600 Jupiter Farms Road
Jupiter, FL 33458

Canal 2- Jupiter Farms Culvert Replacement

Professional Services from March 22, 2008 to April 18, 2008

Professional Personnel

	Hours	Rate	Amount	
Senior III	3.00	175.00	525.00	
Senior II	12.50	148.00	1,850.00	
Senior I	18.00	120.00	2,160.00	
Assistant I	6.50	78.00	507.00	
CADD Operator II	7.00	74.00	518.00	
CADD Operator III	15.50	87.00	1,348.50	
Two Man Crew	8.00	37.33	298.64	
Sr. Survey Technician	9.50	90.00	855.00	
Project Administrative Support III	1.00	75.00	75.00	
Project Administrative Support II	.25	60.00	15.00	
Totals	81.25		8,152.14	
Total Labor				8,152.14

Total this Invoice \$8,152.14

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

ACCOUNT	AMOUNT	APPROVAL
120535	8152.14	INVOICE RECEIVED
5370		SECRETARY
		COMPTROLLER/
		CLERK
		MAY 15 2008

BY:.....

Payable on presentation; Finance charge 1 1/2% per month on unpaid balance after 30 days. ELECTRONIC PAYMENT OPTIONS:
Payments may be wired to: Union Bank, Routing Number 122000498, Account number 4558201024. Please E-mail to
cnguyen@boyleengineering.com. Alternatively you may go to www.boyleprojects.com and click on the link in the lower left corner. Initially
you register, and then just "Click to Pay"...

3550 S. W. Corporate Parkway
 Palm City, Florida 34990
 Tel: 772-286-3883
 Fax: 772-286-3925

May 30, 2008

Project No: 24436.83
 Invoice No: 056278

South Indian River Water Control Dist
 15600 Jupiter Farms Road
 Jupiter, FL 33458

Canal 2- Jupiter Farms Culvert Replacement *NKCS - Williams*
Professional Services from April 19, 2008 to May 16, 2008

Professional Personnel

	Hours	Rate	Amount
Principal/Officer	3.50	200.00	700.00
Senior II	39.50	148.00	5,846.00
Senior I	30.00	120.00	3,600.00
Assistant II	4.50	88.00	396.00
Assistant I	26.50	78.00	2,067.00
CADD Operator III	16.00	87.00	1,392.00
Project Administrative Support III	.50	75.00	37.50
Project Administrative Support II	.50	60.00	30.00
Totals	121.00		14,068.50
Total Labor			14,068.50

Total this invoice \$14,068.50

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

ACCOUNT	AMOUNT	APPROVAL
21538 5-17 TD	14,068	INVOICE REVIEWED <i>[Signature]</i>
		SECRETARY
		AUTHORIZED SIGNATURE <i>[Signature]</i>
		SUPERINTENDENT ENGINEER
		<i>[Stamp]</i>

Payable on presentation; Finance charge 1 1/2% per month on unpaid balance after 30 days. ELECTRONIC PAYMENT OPTIONS
 Payments may be wired to: Union Bank, Routing Number 122000496, Account number 4558201024. Please E-mail to cnguyen@boyleengineering.com. Alternatively you may go to www.boyleprojects.com and click on the link in the lower left corner. Initially you register, and then just "Click to Pay"...



Engineering Excellence Since 1942

Employee Owned

3550 S. W. Corporate Parkway
Palm City, Florida 34990
Tel: 772-286-3883
Fax: 772-286-3925

June 30, 2008
Project No: 24436.83
Invoice No: 057186

South Indian River Water Control Dist
15600 Jupiter Farms Road
Jupiter, FL 33458


Canal 2- Jupiter Farms Culvert Replacement
Professional Services from May 17, 2008 to June 20, 2008

Professional Personnel

	Hours	Rate	Amount
Principal/Officer	4.00	200.00	800.00
Senior II	26.00	148.00	3,848.00
Senior I	1.50	120.00	180.00
Assistant II	1.25	88.00	110.00
Assistant I	7.00	78.00	546.00
CADD Operator III	29.50	87.00	2,566.50
Project Administrative Support III	.50	75.00	37.50
Project Administrative Support II	3.25	60.00	195.00
Totals	73.00		8,283.00
Total Labor			8,283.00

Total this Invoice \$8,283.00

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

ACCOUNT	AMOUNT	APPROVAL
	\$ 8283. ⁰⁰	INVOICE REVIEWED 
		SECRETARY
		AUTHORIZED SIGNATURE
		SUPERINTENDENT / ENGINEER
		DATE ENTERED _____
		VOUCHER # _____

Payable on presentation; Finance charge 1 1/2% per month on unpaid balance after 30 days. ELECTRONIC PAYMENT OPTIONS:
Payments may be wired to: Union Bank, Routing Number 122000496, Account number 4558201024. Please E-mail to
cnguyen@boyleengineering.com. Alternatively you may go to www.boyleprojects.com and click on the link in the lower left corner. Initially
you register, and then just "Click to Pay"...

3550 S. W. Corporate Parkway
Palm City, Florida 34990
Tel: 772-286-3883
Fax: 772-286-3925

July 30, 2008
Project No: 24436.83
Invoice No: 058153

South Indian River Water Control Dist
15600 Jupiter Farms Road
Jupiter, FL 33458

Canal 2- Jupiter Farms Culvert Replacement
Professional Services from June 21, 2008 to July 18, 2008

Professional Personnel

	Hours	Rate	Amount	
Principal/Officer	2.50	200.00	500.00	
Senior II	21.00	148.00	3,108.00	
Senior I	.50	120.00	60.00	
Assistant II	.50	88.00	44.00	
Assistant I	2.75	78.00	214.50	
CADD Operator III	6.50	87.00	565.50	
Project Administrative Support II	1.00	60.00	60.00	
Totals	34.75		4,552.00	
Total Labor				4,552.00

Consultants

Ardaman & Associates, Inc				
7/2/08 Ardaman & Associates, Inc	Geotechnical Engineering	1,750.00		
7/3/08 Ardaman & Associates, Inc	Professional services	925.00		
Total Consultants		2,675.00		2,675.00

Reimbursable Expenses

AUTO MILEAGE
UPS

Total Reimbursables	45.45			
	57.34			
		102.79		102.79
			Total this Invoice	\$7,329.79

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

ACCOUNT	AMOUNT

INVOICE RECEIVED

SECRETARY

SUPERINTENDENT/ENGINEER

Payable on presentation; Finance charge 1 1/2% per month on unpaid balance after 30-days. ELECTRONIC PAYMENT OPTIONS: Payments may be wired to: Union Bank, Routing Number 122000496, Account number 4558201024. Please E-mail to cnguyen@boyleengineering.com. Alternatively you may go to www.boyleprojects.com and click on the link in the lower left corner. Initially you register, and then just "Click to Pay"...



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

OFFICES: ORLANDO - TALLAHASSEE - SARASOTA - COCOA - BARTOW - FT. MYERS
FT. LAUDERDALE - MIAMI - TAMPA - PORT CHARLOTTE - PORT ST. LUCIE - WEST PALM BEACH
2200 N. FLORIDA MANGO ROAD, SUITE 101
WEST PALM BEACH, FLORIDA 33409
PHONE 561-687-8200

RECEIVED

JUN 09 2008

Boyle Engineering Corp. No. 2005
Palm City

Boyle Engineering Corporation
3550 SW Corporate Parkway
Palm City, FL 34990

Date: June 5, 2008

Attn: Ms. Amy Eason

Invoice No. W-27890

Customer No. 109158

File No. 08-2079

Service: Geotechnical (ac)

Office: South Florida

Terms: Net 30 days from date of invoice

Subject: Subsurface Exploration and
Geotechnical Engineering Evaluation
SIRWCD - Jupiter Farms Road Crossing over Canal 2
Palm Beach County, FL

1.	Mobilization/demobilization of drilling equipment	\$	250.00
2.	Standard Penetration Test borings: 50 feet of borehole @ \$14.00/foot	\$	700.00
3.	Engineering Services and Report Preparation	\$	800.00

TOTAL

\$1,750.00

Approvals				
Project	Phase	Task	Exp. Type	Amount
2443683				
2443683	NO PHASE			1750.00
Mark (X)	Daily Check ()	Pay When Paid <input checked="" type="checkbox"/>		Suppress Bill ()

Please include invoice number on your check. Thank you!
Send checks to: Ardaman & Associates, Inc.
Dept. 1668 Denver, CO 80291-1668

PAYMENT TERMS: NET 30 DAYS FROM INVOICE DATE; INVOICES WILL BE SENT EVERY FOUR WEEKS FOR CONTINUED PROJECTS.
CHARGES AT 1%% PER MONTH WILL BE LEVIED ON INVOICES NOT PAID WITHIN 30 DAYS FROM INVOICE DATE.



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

OFFICES: ORLANDO - TALLAHASSEE - SARASOTA - COCOA - BARTOW - FT. MYERS -
FT. LAUDERDALE - MIAMI - TAMPA - PORT CHARLOTTE - PORT ST. LUCIE - WEST PALM BEACH
2200 N. FLORIDA MANGO ROAD, SUITE 101
WEST PALM BEACH, FLORIDA 33409
PHONE 561-687-8200

Boyle Engineering Corporation
3550 SW Corporate Parkway
Palm City, FL 34990

Attn: Ms. Amy Eason

Terms: Net 30 days from date of invoice

Date: June 18, 2008

Invoice No. W-27916

Customer No. 109158

File No. 08-2079

Service: Geotechnical (ac)

Office: South Florida

Subject: Laboratory Testing - Soil Corrosion Series
SIRWCD - Jupiter Farms Crossing over Canal 2
Palm Beach County, FL

1.	Laboratory Testing: Soil Corrosion Series - 5 samples @ \$155.00/sample	\$	775.00
2.	Engineering Services and Report Preparation	\$	150.00

TOTAL

\$925.00

Approvals	Project	Phase	Task	Exp. Type	Amount
<i>[Signature]</i>	24-36.53			Testing	925.00
Mark (X)	Daily Check ()		Pay When Paid ()		Suppress Bill ()

ED

8

No. 2005

Please include invoice number on your check. Thank you.

Send checks to: **Ardaman & Associates, Inc.**
Dept. 1668 Denver, CO 80291-1668

PAYMENT TERMS: NET 30 DAYS FROM INVOICE DATE; INVOICES WILL BE SENT EVERY FOUR WEEKS FOR CONTINUED PROJECTS.
CHARGES AT 1½% PER MONTH WILL BE LEVIED ON INVOICES NOT PAID WITHIN 30 DAYS FROM INVOICE DATE.



Delivery Service Invoice

Invoice date **June 7, 2008**

Invoice number **00007R12X8238**

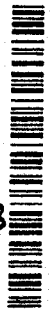
Shipper number

Page 5 of 9

Outbound

UPS CampusShip (continued)

Pickup Date	Tracking Number	Service	ZIP Code	Zone	Weight	Published Charge	Incentive Credit	Billed Charge
06/04	1Z7R12X80190084615	Next Day Air Commercial	33413	102	3	19.50	-11.70	7.80
		Fuel Surcharge				5.46	-3.28	2.18
		Total				24.96	-14.98	9.98
1st ref : 24436.83 Amy Eason		UserID : boyle14		Receiver : David Logan		24436.83		
Sender : Valerie Stehney		BOYLE ENGINEERING		3550 SW Corporate Parkway		Palm City FL 34990		
		Murray Logan Construction, Inc.		313 65th Trail North		WEST PALM BEACH FL 33413		
8	1Z7R12X80190113593	Next Day Air Commercial	33478	102	Letter	14.10	-8.46	5.64
		Fuel Surcharge				3.95	-2.37	1.58
		Total				18.05	-10.83	7.22
1st ref : 24436.83 Amy Eason		UserID : boyle14		Receiver : Galé English		24436.83		
Sender : Valerie Stehney		BOYLE ENGINEERING		3550 SW Corporate Parkway		Palm City FL 34990		
		SIRWCD		15600 Jupiter Farms Road		JUPITER FL 33478		
9	1Z7R12X80190380358	Next Day Air Commercial	33411	102	Letter	14.10	-8.46	5.64
		Fuel Surcharge				3.95	-2.37	1.58
		Total				18.05	-10.83	7.22
1st ref : 24436.83 Amy Eason		UserID : boyle14		Receiver : Robert Lazo		24436.83		
Sender : Valerie Stehney		BOYLE ENGINEERING		3550 SW Corporate Parkway		Palm City FL 34990		
		Palm Beach County		2300 North Jog Road		WEST PALM BEACH FL 33411		
10	1Z7R12X80190668173	Next Day Air Commercial	33411	102	3	19.50	-11.70	7.80
		Fuel Surcharge				5.46	-3.28	2.18
		Total				24.96	-14.98	9.98
1st ref : 24436.83 Amy Eason		UserID : boyle14		Receiver : Ken S. Rogers		24436.83		
Sender : Valerie Stehney		BOYLE ENGINEERING		3550 SW Corporate Parkway		Palm City FL 34990		
		Palm Beach County		2300 North Jog Road		WEST PALM BEACH FL 33411		
11	1Z7R12X80190777564	Next Day Air Commercial	33411	102	1	16.60	-9.96	6.64
		Fuel Surcharge				4.65	-2.79	1.86
		Total				21.25	-12.75	8.50
1st ref : 24436.83 Amy Eason		UserID : boyle14		Receiver : Bogdan Piorkowski		24436.83		
Sender : Valerie Stehney		BOYLE ENGINEERING		3550 SW Corporate Parkway		Palm City FL 34990		
		Palm Beach County		2300 North Jog Road		WEST PALM BEACH FL 33411		
12	1Z7R12X80191460402	Next Day Air Commercial	33411	102	Letter	14.10	-8.46	5.64
		Fuel Surcharge				3.95	-2.37	1.58
		Total				18.05	-10.83	7.22
1st ref : 24436.83 Amy Eason		UserID : boyle14		Receiver : Brian C. Rheault, P.		24436.83		
Sender : Valerie Stehney		BOYLE ENGINEERING		3550 SW Corporate Parkway		Palm City FL 34990		
		Bridge Design Associates, Inc.		1402 Royal Palm Beach Blvd.		ROYAL PALM BEACH FL 33411		
3	1Z7R12X80191488188	Next Day Air Commercial	33411	102	Letter	14.10	-8.46	5.64
		Fuel Surcharge				3.95	-2.37	1.58
		Total				18.05	-10.83	7.22
1st ref : 24436.83 Amy Eason		UserID : boyle14		Receiver : Michael Bowman		24436.83		
Sender : Valerie Stehney		BOYLE ENGINEERING		3550 SW Corporate Parkway		Palm City FL 34990		
		Palm Beach County		2555 Vista Parkway		WEST PALM BEACH FL 33411		



3550 S. W. Corporate Parkway
Palm City, Florida 34990
Tel: 772-286-3883
Fax: 772-286-3925

August 25, 2008
Project No: 24436.83
Invoice No: 058951

South Indian River Water Control Dist
15600 Jupiter Farms Road
Jupiter, FL 33458

Canal 2- Jupiter Farms Culvert Replacement
Professional Services from July 19, 2008 to August 15, 2008

Professional Personnel

	Hours	Rate	Amount	
Principal/Officer	7.00	200.00	1,400.00	
Senior II	16.50	148.00	2,442.00	
Senior I	7.00	120.00	840.00	
Assistant II	5.75	88.00	506.00	
Resident Project Representative	197.00	84.00	16,548.00	
Project Administrative Support II	2.75	60.00	165.00	
Totals	236.00		21,901.00	
Total Labor				21,901.00

Reimbursable Expenses

UPS			9.28	
Total Reimbursables			9.28	9.28

Total this Invoice \$21,910.28

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

ACCOUNT	AMOUNT	INVOICE	APPROVAL

[Handwritten Signature]

Payable on presentation; Finance charge 1 1/2% per month on unpaid balance after 30 days. ELECTRONIC PAYMENT OPTIONS:
Payments may be wired to: Union Bank, Routing Number 122000496, Account number 4558201024. Please E-mail to cnguyen@boyleengineering.com. Alternatively you may go to www.boyleprojects.com and click on the link in the lower left corner. Initially you register, and then just "Click to Pay"...



Delivery Service Invoice

Invoice date **July 26, 2008**

Invoice number **00007R12X8308**

Shipper number **7R12X8**

Page 4 of 6

Outbound

UPS CampusShip

Pickup
Date

Tracking Number

Service

ZIP
Code

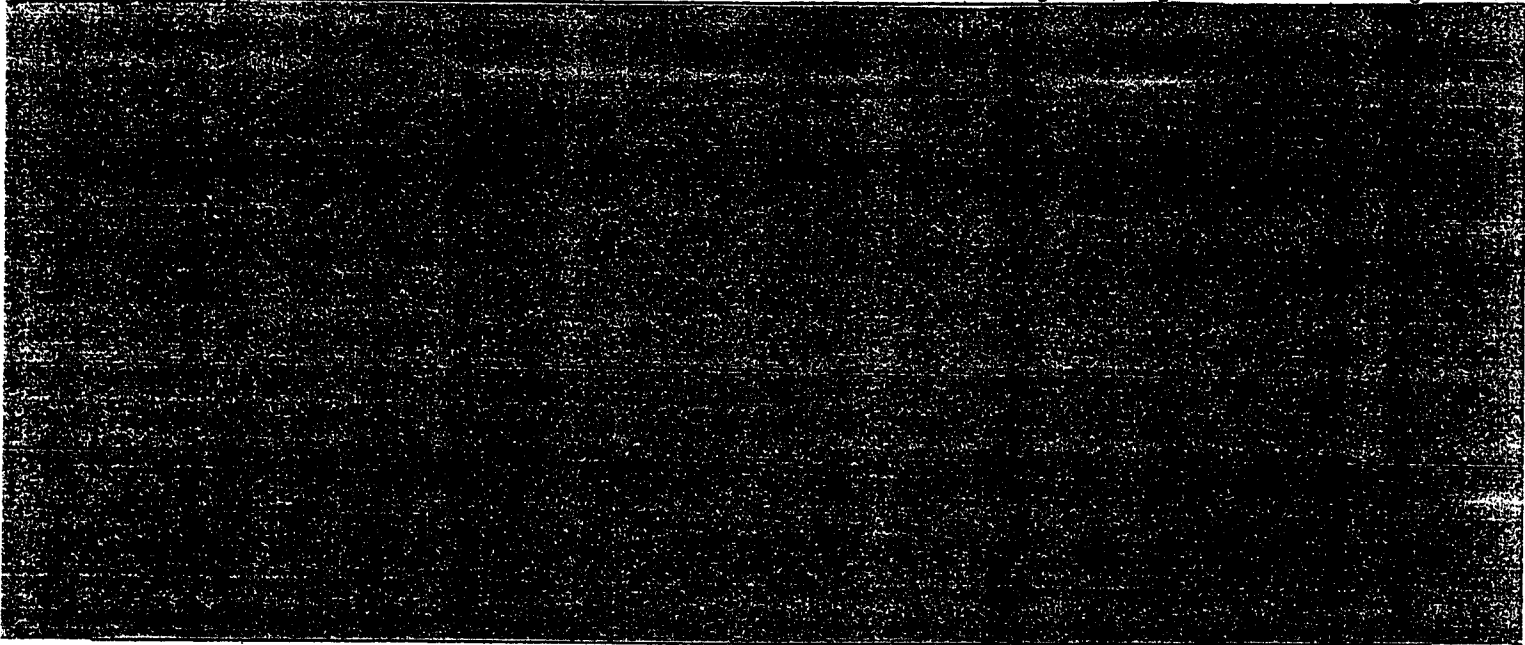
Zone

Weight

Published
Charge

Incentive
Credit

Billed
Charge



07/21

1Z7R12X80191430444

Next Day Air Commercial

33406 102

2

17.50

-10.50

7.00

4

Fuel Surcharge

5.69

-3.41

2.28

Total

23.19

-13.91

24436.83

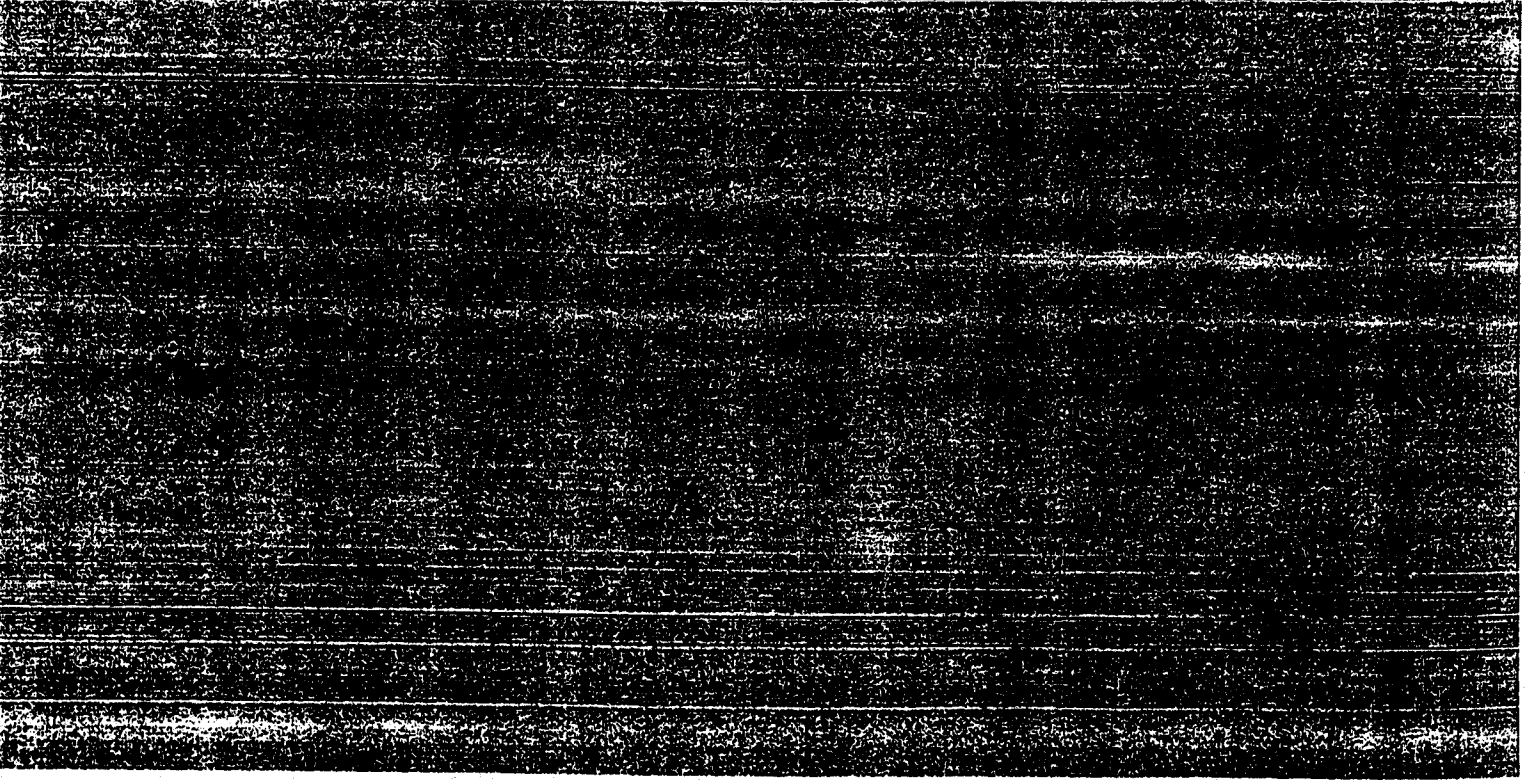
1st ref : 24436.83 Peter May

UserID : boyle14

Sender : Valerie Stehney
BOYLE ENGINEERING
3550 SW Corporate Parkway
Palm City FL 34990

Receiver: Carlos DeRojas
SFWMD - DeRojas
3301 Gun Club Road
WEST PALM BEACH FL 33406

24436.83





Engineering Excellence Since 1942

Employee Owned

3550 S. W. Corporate Parkway
Palm City, Florida 34990
Tel: 772-286-3883
Fax: 772-286-3925

September 16, 2008
Project No: 24436.83
Invoice No: 059499

South Indian River Water Control Dist
15600 Jupiter Farms Road
Jupiter, FL 33458

Canal 2- Jupiter Farms Culvert Replacement
Professional Services from August 16, 2008 to September 12, 2008

Professional Personnel

	Hours	Rate	Amount	
Senior II	3.50	148.00	518.00	
Assistant II	2.50	88.00	220.00	
CADD Operator II	5.50	74.00	407.00	
Sr. Survey Technician	6.00	90.00	540.00	
Sr. Registered Professional Surveyor	7.00	112.00	784.00	
Resident Project Representative	5.00	84.00	420.00	
Project Administrative Support II	1.00	60.00	60.00	
Totals	30.50		2,949.00	
Total Labor				2,949.00

Reimbursable Expenses

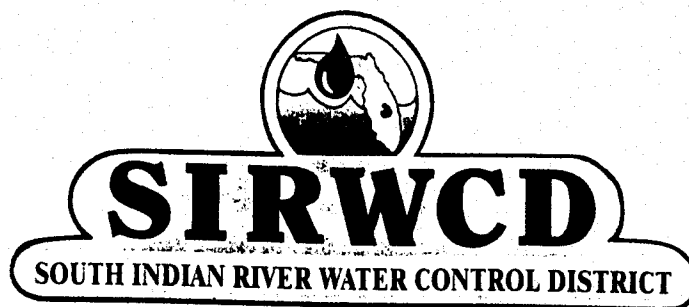
AUTO MILEAGE		96.53	
Total Reimbursables		96.53	96.53

Total this Invoice \$3,045.53

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

ACCOUNT	AMOUNT	APPROVAL
120538 - 53110	3045.53	INVOICE [Signature]

Payable on presentation; Finance charge 1 1/2% per month on unpaid balance after 30 days. ELECTRONIC PAYMENT OPTIONS:
Payments may be wired to: Union Bank, Routing Number 122000496, Account number 4558201024. Please E-mail to cnghuyen@boyleengineering.com. Alternatively you may go to www.boyleprojects.com and click on the link in the lower left corner. Initially you register, and then just "Click to Pay"...



Over 85 Years of Service

June 30, 2008

Mr. Michael Bowman
Director, Road & Bridge Division
Palm Beach County
3700 Belvedere Road, Bldg. C
West Palm Beach, FL 33406

Dear Mike:

This document will confirm the agreement between Palm Beach County and South Indian River Water Control District to cost share the C-1 Trailwood crossing replacement project in conjunction with the Natural Resources Conservation Services (NRCS).

As we discussed, NRCS will not participate in funding the culvert replacement section under the 40 foot +/- pavement area. All other components like rip-rap, sodding, culvert sections including mitered ends, paving etc, will be cost shared 75/25 with their agency.

Since the entrance is a Palm Beach County road, the District is requesting that Palm Beach County include the 40 foot +/- section as part of their cost exclusive of the one half share of the remaining 25%. Under that arrangement, County participation will be \$53,377.30 of the total project cost of \$231,982.87. The breakdown is attached.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gale', is positioned above the typed name of the General Manager.

Gale M. English
General Manager

GME/gr

Attchs.

PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACT PAYMENT REQUEST

Exhibit A

TRAILWOOD CULVERT IMPROVEMENT
(Project)

Grantee South Indian River
Water Control District

Request Date 6/24/08

Billing # 3

Billing Period 10/01/07 to 3/31/08

PROJECT PAYMENT SUMMARY

Item	Project Costs This Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	\$ 33,788.80		\$ 33,788.80
Contractual Services	196,232.00		196,232.00
Materials, Supplies, Direct Purchases			
Grantee Stock			
Equipment, Furniture In House	1,962.07		1,962.07
TOTAL PROJECT COSTS	231,982.87		\$231,982.87

Certification: I hereby certify that the above were incurred for the work identified as being accomplished in the attached progress reports.

Gale M. English
Administrator/Date
Gale M. English 6/24/08

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Charles F. Haas
Financial Officer/Date
Charles F. Haas, Treasurer 6/24/08

Requested payment from Palm Beach County \$53,377.30

PBC USE ONLY	
County Funding Participation	\$ _____
Total Project Cost	\$ _____
Total project costs to date	\$ _____
County obligation to date	\$ _____
County retainerage (____%)	(\$ _____)
County funds previously disturbed	(\$ _____)
County funds due this billing	\$ _____
Reviewed and Approved by:	
	_____ PBC Project Administrator/Date
	_____ Assistant County Engineer or Fiscal Manager/Date

PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE
TRAILWOOD CULVERT IMPROVEMENT
(Project)

Grantee South Indian River Water Control District

Billing Date 6/24/08

Billing # 3

Billing Period 10/1/07 - 3/31/08

NUMA/ND/BRIDGE
PBC ENGINEERING

Contractor Name	Contractor Invoice Number and date	City Check or Voucher Number and date	Project Amount Paid this period	General Description
Murray Logan Construction	4272-3/31/08	16393 -4/17/08	\$196,232.00	Replace Palm Beach Co. Canal Road crossing culvert at C-1 and Trailwood Dr

TOTAL \$196,232.

Certification: I hereby certify that the purchase(s) noted above were used in accomplishing the project.

Gale M. English
Administrator/Date

Gale M. English, General Manager 6/24/08

Certification: I hereby certify that bid tabulations, executed contract cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Charles F. Haas
Financial Officer/Date

Charles F. Haas, Treasurer 6/24/08

10/27/2007 15:12 5616844157

Trailwood Culvert Improvement - NRCS Continuing WILMA Project

Contractor	\$ 167,000.00
Engineering svcs.	33,788.80
SIRWCD Inhouse	<u>1,962.07</u>
Total:	202,750.87
NRCS funded	154,460.28
SIRWCD funded	48,290.59
Road culvert & paving	
Not funded by NRCS	<u>29,232.00</u>
	\$ 231,982.87
Palm Beach County(half of SIRWCD'S cost)	24,145.30
Palm Beach County Road cost	<u>29,232.00</u>
Palm Beach County Total:	<u>\$ 53,377.30</u>

Murray Logan Construction, Inc.
 313- 65th Trail North
 West Palm Beach, FL 33413

Invoice ID: 4272
 Invoice Date: 03-31-2008

Customer ID: SIRWCD

To:
 SOUTH INDIAN WATER CONTROL DIS
 15600 JUPITER FARMS ROAD
 JUPITER, FL 33478

Job Location:
 S.I.R.W.C.D.
 NRCS TRAILWOOD CULVERT
 IMPROVEMENTS
 M.L.C.I. JOB #06-360

NRCS Trailwood Culvert Improvements
South Indian River Water Control District
Palm Beach County, Florida

NRCS Funding Items

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Rate</u>	<u>Unit</u>	<u>Total</u>
1	Rock Riprap	400	\$ 108.50	Tons	\$ 43,400.00
2	Geotextile	6000	\$ 0.25	SF	\$ 1,500.00
3	Sodding	2400	\$ 0.50	SF	\$ 1,200.00
4a	66 inch RCP	156	\$ 775.00	LF	\$ 120,900.00
					<u>\$ 167,000.00</u>

Other Funding Items

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Rate</u>	<u>Unit</u>	<u>Total</u>
4b	66 inch RCP	72	\$ 131.00	LF	\$ 9,432.00
5	Pavement Replaceme	220	\$ 90.00	SY	\$ 19,800.00
					<u>\$ 29,232.00</u>

Invoice Total \$ 196,232.00

120535	196,232.00
549a	

[Handwritten Signature]
 SUPERINTENDENT
 ENGINEER
 DATE ENTERED: 03-31-2008

Amount Billed \$196,232.00
 Retainage Held
 Amount Due \$196,232.00

DATE DUE: 03-31-2008

031000011
04/28/2008
03592199348

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

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Document Seq #
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04/29/08

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01096TE600

SOUTH INDIAN RIVER
WATER CONTROL DISTRICT
15800 JUPITER FARMS ROAD
JUPITER, FL 33478

WACHOVA BANK, N.A.
JUPITER, FL 33477
83-643470

16393
16393

One Hundred Ninety Six Thousand Two Hundred Thirty Two and 00/100 Dollars

DATE	AMOUNT
4/17/2008	\$196,232.00

PAY TO THE ORDER OF
Murray Logan Construction, Inc
313 65th Trail North
West Palm Beach, FL 33413

Murray Logan
AUTHORIZED SIGNATURE

⑈016393⑈ ⑈067006432⑈ ⑈2159229755098⑈

⑈0019623200⑈

⑈016393⑈ ⑈067006432⑈ ⑈2159229755098⑈

⑈0019623200⑈

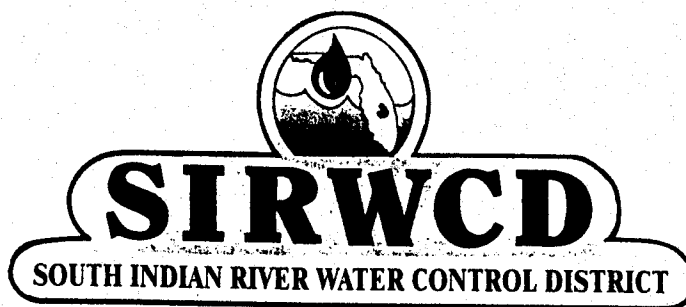
PAY TO THE ORDER OF
SUNSHINE SOUTH FL N.A.
FOR DEPOSIT ONLY
MURRAY LOGAN CONSTRUCTION CO
0391033241901

1023 51354

APR 25 2008

067006432 04/28/2008
005950357220

Do not endorse or write below this line.



Over 85 Years of Service

June 30, 2008

Mr. Michael Bowman
Director, Road & Bridge Division
Palm Beach County
2555 Vista Parkway
West Palm Beach, FL 33411-5601

Dear Mike:

The South Indian River Water Control District is grateful for Palm Beach County's past assistance in repairing and restoring damaged culvert crossings under County roadways.

As indicated in earlier correspondence, future sites may be included in an extended agreement with the Natural Resources Conservation Services (NRCS) to cost share projects as funding become available.

Enclosed is a comprehensive breakdown of restoration costs approved by NRCS for current specified locations on County roadways. As you are aware, NRCS funds approximately 75% of the cost leaving 25% to be paid for by the District. The County participation under that arrangement is one half of the 25% for a total of \$96,752.58. As indicated the total cost of the combined project was \$1,382,516.20.

Sincerely,

A handwritten signature in cursive script that reads 'Gale'.

Gale M. English
General Manager

GME/gr

Attchs.

PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACT PAYMENT REQUEST

Exhibit A

REPAIRING STORM DAMAGED DRAINAGE EASEMENTS & CANAL OUTFALLS
(Project)

Grantee South Indian River
Water Control District

Request Date 6/24/08

Billing # 2

Billing Period _____

PROJECT PAYMENT SUMMARY

Item	Project Costs This Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	\$ 74,655.00		\$74,655.00
Contractual Services	1,301,669.20		1,301,669.20
Materials, Supplies, Direct Purchases			
Grantee Stock			
Equipment, Tools In house	6,192.00		6,192.00
TOTAL PROJECT COSTS	1,382,516.20		\$1,382,516.20

Certification: I hereby certify that the above were incurred for the work identified as being accomplished in the attached progress reports.

Gale M. English
Administrator/Date
Gale M. English 6/24/08

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Charles F. Haas
Financial Officer/Date
Charles F. Haas, 6/24/08

REQUESTED PAYMENT FROM PALM BEACH COUNTY \$96,752.58 (see attached)

PBC USE ONLY	
County Funding Participation	\$ _____
Total Project Cost	\$ _____
Total project costs to date	\$ _____
County obligation to date	\$ _____
County retainage (____%)	(\$ _____)
County funds previously disbursed	(\$ _____)
County funds due this billing	\$ _____
Reviewed and Approved by:	
	_____ PBC Project Administrator/Date
	_____ Assistant County Engineer or Fiscal Manager/Date

ROAD AND BRIDGE
PBC ENGINEERING

**PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE**
REPAIRING STORM DAMAGED DRAINAGE EASEMENTS & CANAL OUTFALLS
(Project)

Grantee SOUTH INDIAN RIVER
WATER CONTROL DISTRICT

Billing Date 6/24/08

Billing # 2

Billing Period _____

Contractor Name	Contractor Invoice Number and date	City Check or Voucher Number and date	Project Amount Paid this period	General Description
<u>Murray Logan Constr. Inc.</u>	<u>3799- 1/15/07</u>	<u>15546 - 1/18/07</u>	<u>\$441,383.75</u>	<u>Rock rip rap to restore eroded banks and miscellaneous debris removal from nine sites</u>
<u>" " "</u>	<u>3918-5/11/07</u>	<u>15806 - 5/17/07</u>	<u>446,214.75</u>	
<u>" " "</u>	<u>4194-1/8/08</u>	<u>6228 - 1/17/08</u>	<u>168,433.10</u>	
<u>" " "</u>	<u>4061-9/10/07</u>	<u>16016 - 9/20/07</u>	<u>245,637.60</u>	

TOTAL \$1,301,669.20

Certification: I hereby certify that the purchase(s) noted above were used in accomplishing the project.

Gale M English
Administrator/Date

Gale M. English 6/24/08

Certification: I hereby certify that bid tabulations, executed contract cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Charles F Haas
Financial Officer/Date

Charles F. Haas 6/24/08

5816846157
5816846157
22:12 9/24/07

**LIST OF CANAL CROSSINGS AT PALM BEACH COUNTY ROADS
SIRWCD NRCS PROJECT HURRICANE WILMA**

Canal 4 & Mellen Lane	23,024.00
Canal 5 & 133 rd	74,333.75
Canal 6 & Jupiter Farms Rd	34,313.75
Canal 2 & Mellen Lane	43,572.50
Canal 2 & 130 th	24,981.00
Canal 5 & Randolph Siding	49,467.00
Canal 4 & Randolph Siding	27,515.00
Canal 5 & Alexander (Extension)	49,043.75
Canal 3 & Brian's Way	11,695.00
Canal 5 & Jupiter Farms Rd.	19,809.50
Canal 4 & Jupiter Farms Road	23,857.55
Canal 3 & Jupiter Farms Road	74,538.25
Canal 5 & Mellen Lane	99,303.25
Canal 1 & Alexander Run	52,348.50
Canal D & 75 th Ave	30,085.00
Canal F & 69 th Drive	34,287.50
Canal G & 69 th Drive	32,892.50
Canal B & 75 th Ave	30,767.80
	<u>735,835.60</u>

Misc. Debris removal from 9 sites (LOGAN)	\$ 3,868.05
Engineering	28,125.00
In House	6,192.00
Total:	<u>774,020.65</u>

NRCS 75%	\$ 580,515.49
SIRWCD 12.5%	96,752.58
P.B. Co. 12.5%	96,752.58

03100011
04/28/2008
03592199348

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

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KNMCMBA
04/29/08

8002/52/40 [25120TE90]
01096TE600

SOUTH INDIAN RIVER WATER CONTROL DISTRICT 1500 JUPITER FARMS ROAD JUPITER, FL 33478		WACHOVA BANK, N.A. JUPITER, FL 33477 83-013679		16393 16393
****One Hundred Ninety Six Thousand Two Hundred Thirty Two and 00/100 Dollars				
DATE		AMOUNT		
4/17/2008		\$196,232.00		
PAY TO THE ORDER OF		AUTHORIZED SIGNATURE		
Murray Logan Construction, Inc 313 65th Trail North West Palm Beach, FL 33413				
#016393# 4:067006432:2159229755098#		#0019623200#		

004831

Security Features Included

#016393# 4:067006432:2159229755098#

#0019623200#

PAY TO THE ORDER OF SUNNY SCOUT FL, N.A. FEDERAL ONLY MURRAY LOGAN CONSTRUCTION CO. 08942324501		1023 51354	APR 25 08
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067006432 04/28/2008
005950357220

018832

Do not endorse or write below this line.

Wood

**SOUTH INDIAN RIVER
WATER CONTROL DISTRICT**
15600 JUPITER FARMS ROAD
JUPITER, FL 33478

WACHOVIA BANK, N.A.
JUPITER, FL 33477
63-643/670

16228
16228

****One Hundred Sixty Eight Thousand Four Hundred Thirty Three and 10/100 Dollars

DATE
1/17/2008

AMOUNT
\$168,433.10

PAY
TO THE
ORDER
OF

Murray Logan Construction, Inc
313 65th Trail North
West Palm Beach, FL 33413

[Handwritten Signature]
[Handwritten Signature]

AUTHORIZED SIGNATURE

⑈016228⑈ ⑆067006432⑆ 2159229755098⑈

⑈0016843310⑈

Security Features:
• See the words "Security Features" on the front of the check.
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• See the words "Security Features" on the front of the check.
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ST/AT/TRUST URL 01392000
ORLANDO, FL 1663-009 16631021524
10271 28561

FL CYCLE: 0040 PKT: 6
DDACYC 02612000

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USAGE ONLY
PAY TO THE ORDER OF
SUNBANK/SOUTH FL N.A.
FOR DEPOSIT ONLY
MURRAY LOGAN CONSTRUCTION C.
0394023024301

SOUTH INDIAN RIVER
WATER CONTROL DISTRICT
15600 JUPITER FARMS ROAD
JUPITER, FL 33478

WACHOVIA BANK, N.A.
JUPITER, FL 33477
63-643/870

16016
16016

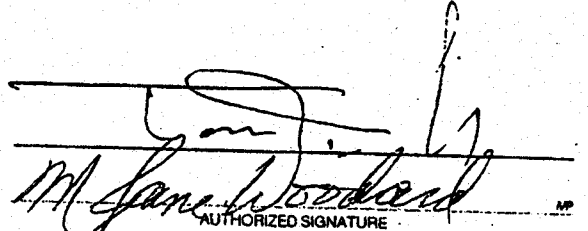
'Two Hundred Forty Five Thousand' Six Hundred Thirty Seven and 60/100 Dollars

DATE
9/20/2007

AMOUNT
\$245,637.60

PAY
TO THE
ORDER
OF

Murray Logan Construction, Inc
313 65th Trail North
West Palm Beach, FL 33413



AUTHORIZED SIGNATURE

⑈016016⑈ ⑆067006432⑆ 2159229755098⑈

⑈0024563760⑈

FL CYCLE:0040 PKT:6
DDACYC 09272007
323545775A

SUNTRUST ORL 09258007
JUPITER, FL 16631021524
1784-008
09272007

1013 88959

ON THE FRONT OF THE CHECK, WRITE / STAMP BELOW THIS LINE.
FOR DEPOSIT ONLY

PAY TO THE ORDER OF
SUNBANKSOUTH FL, N.A.
FOR DEPOSIT ONLY
MURRAY LOGAN CONSTRUCTION CO.
0390723624501

SOUTH INDIAN RIVER
WATER CONTROL DISTRICT
15600 JUPITER FARMS ROAD
JUPITER, FL 33478

WACHOVIA BANK, N.A.
JUPITER, FL 33477
63-843670

15806
15806

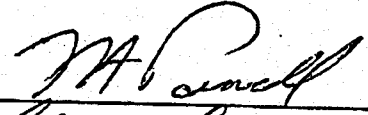
****Four Hundred Forty Six Thousand Two Hundred Fourteen and 75/100 Dollars

DATE
5/17/2007

AMOUNT
\$446,214.75

PAY
TO THE
ORDER
OF

Murray Logan Construction, Inc
313 65th Trail North
West Palm Beach, FL 33413



AUTHORIZED SIGNATURE

⑈015806⑈ ⑆067006432⑆ 2159229755098⑈

⑈0044621475⑈

PAY TO THE ORDER OF
SUNBANK/SOUTH FL, N.A.
FOR DEPOSIT ONLY
MURRAY LOGAN CONSTRUCTION CO.
0394023024301

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FOR INFORMATION / RETURN USER ONLY

SINTRUST ORL 05212007
ORLANDO, FL
1908-608 ⑆0631021524

MAY 21 07

1031 5746U

FL CYCLE:0046 PKT:6
DDACYC 05232007

3033182725

SOUTH INDIAN RIVER
WATER CONTROL DISTRICT
15600 JUPITER FARMS ROAD
JUPITER, FL 33478

WACHOVIA BANK, N.A.
JUPITER, FL 33477
63-643/670

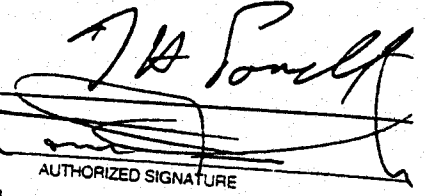
****Four Hundred Forty One Thousand Three Hundred Eighty Three and 75/100 Dollars

DATE
1/18/2007

AMOUNT
\$441,383.75

PAY
TO THE
ORDER
OF

Murray Logan Construction, Inc
313 65th Trail North
West Palm Beach, FL 33413



A handwritten signature in black ink, appearing to read "J. H. Powell", is written over a horizontal line. Below the signature is the printed text "AUTHORIZED SIGNATURE".

⑈015546⑈ ⑆067006432⑆ 2159229755098⑈

⑈0044138375

Road - upgrd - storm damage

SUNTRUST DEL 61222007
ORLANDO, FL
2836-668
1700554
JUN 22 107
102 87414

FL CYCLE: 0040
DDAC7C
91222007

SOUTH H. MA.
FOR DEPOSIT ONLY
MURRAY LOYAN CONSULTING INC.
039402800101

SOUTH INDIAN RIVER
WATER CONTROL DISTRICT
15600 JUPITER FARMS ROAD
JUPITER, FL 33478

WACHOVIA BANK, N.A.
JUPITER, FL 33477
63-643/670

16228
16228

****One Hundred Sixty Eight Thousand Four Hundred Thirty Three and 10/100 Dollars

DATE
1/17/2008

AMOUNT
\$168,433.10

PAY
TO THE
ORDER
OF

Murray Logan Construction, Inc
313 65th Trail North
West Palm Beach, FL 33413

W.A. Powell
Chelle F. Hester
AUTHORIZED SIGNATURE

⑆016228⑆ ⑆067006432⑆ ⑆2159229755098⑆

⑆0016843310⑆

Security Features
Benefits of document authentication
• Searchable document
• Document history
• Document location
• Document status
• Document permissions
• Document metadata
• Document audit trail
• Document compliance
• Document retention
• Document archiving
• Document backup
• Document recovery
• Document migration
• Document integration
• Document collaboration
• Document sharing
• Document security
• Document control
• Document lifecycle
• Document governance
• Document compliance
• Document retention
• Document archiving
• Document backup
• Document recovery
• Document migration
• Document integration
• Document collaboration
• Document sharing
• Document security
• Document control
• Document lifecycle
• Document governance

STATRUST ORL 01302008
ORLANDO, FL 1663-000 1027
16631021524 28567
1/17/08

FL CYCLE 0000 PKT 0
DDACYC 02012908

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE
FOR FEDERAL INSTITUTIONS ONLY
PAY TO THE ORDER OF
SUNBANK/SOUTH FL N.A.
FOR DEPOSIT ONLY
MURRAY LOGAN CONSTRUCTION, INC.
0394023024301

Payee Murray Logan Construction,
Vendor ID MLOGAN

Account #:

1622
16228
1/17/2008

Invoice	Description	Discount	Amount
4194	NRCS-WILMA	\$0.00	\$168,433.10
Total:		\$0.00	\$168,433.10

LMP117 Laser Multipurpose Check

51N321

Jan 2008

M. LOGAN - NRCS WILMA

MURRAY LOGAN CONSTRUCTION, INC.	
120538	
\$ 117510 30	117510 30
542.00	
117538	922 30
RECEIVED	

Murray Logan Construction, Inc.
 313- 65th Trail North
 West Palm Beach, FL 33413

Invoice ID: 4194
 Invoice Date: 01-08-2008

Customer ID: SIRWCD

To: SOUTH INDIAN WATER CONTROL DIS
 15600 JUPITER FARMS ROAD
 JUPITER, FL 33478

Job Location: S.I.R.W.C.D. WILMA CLEARING &
 ROCK WORK
 CHANGE ORDER NO. 2 ROCK WORK
 BILLING THROUGH DEC. 20, 2007
 M.L.C.I. JOB #06-360

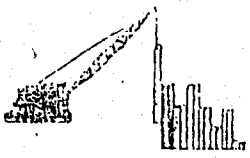
South Indian River Water Control District						12/20/2007
NRCS Wilma Rock Riprap Work						
Summary of Change Order No. 2 Work Complete						
Item	Description	Units	Unit of Measure	Unit Price	Amount	
1	Site 38 Rock	280	Tons	\$108.50	\$30,380.00	
2	Site 38 Geotextile	5730	SF	\$0.25	\$1,432.50	
3	Site 38 Sod	4950	SF	\$0.50	\$2,475.00	
4	Site 38 Seed/Mulch	0	SF	\$0.15	\$0.00	
	Site 38 Total					\$34,287.50
5	Site 39 Rock	280	Tons	\$108.50	\$30,380.00	
6	Site 39 Geotextile	5550	SF	\$0.25	\$1,387.50	
7	Site 39 Sod	2250	SF	\$0.50	\$1,125.00	
8	Site 39 Seed/Mulch	0	SF	\$0.15	\$0.00	
	Site 39 Total					\$32,892.50
9	Site 40 Rock	200	Tons	\$108.50	\$21,700.00	
10	Site 40 Geotextile	6300	SF	\$0.25	\$1,575.00	
11	Site 40 Sod	1125	SF	\$0.50	\$562.50	
12	Site 40 Seed/Mulch	2802	SF	\$0.15	\$420.30	
	Site 40 Total					\$30,257.80
13	Site 41 Rock	200	Tons	\$108.50	\$21,700.00	
14	Site 41 Geotextile	5190	SF	\$0.25	\$1,547.50	
15	Site 41 Sod	3375	SF	\$0.50	\$1,687.50	
16	Site 41 Seed/Mulch	3350	SF	\$0.15	\$502.50	
	Site 41 Total					\$31,272.50
17	Site 42 Rock	160	Tons	\$108.50	\$17,360.00	
18	Site 42 Geotextile	3450	SF	\$0.25	\$862.50	
19	Site 42 Sod	1550	SF	\$0.50	\$775.00	
20	Site 42 Seed/Mulch	6080	SF	\$0.15	\$912.00	
	Site 42 Total					\$19,809.50
21	Site 43 Rock	200	Tons	\$108.50	\$21,700.00	
22	Site 43 Geotextile	2980	SF	\$0.25	\$745.00	
23	Site 43 Sod	1250	SF	\$0.50	\$625.00	
24	Site 43 Seed/Mulch	3717	SF	\$0.15	\$557.55	
	Site 43 Total					\$23,857.55
25	Site 44 Rock	640	Tons	\$108.50	\$69,440.00	
26	Site 44 Geotextile	9510	SF	\$0.25	\$2,377.50	
27	Site 44 Sod	2250	SF	\$0.50	\$1,125.00	
28	Site 44 Seed/Mulch	10625	SF	\$0.15	\$1,593.75	
	Site 44 Total					\$74,536.25
29	Site 45 Rock	370	Tons	\$108.50	\$40,195.00	
30	Site 45 Geotextile	14125	SF	\$0.25	\$3,531.25	
31	Site 45 Sod	2754	SF	\$0.50	\$1,377.00	
32	Site 45 Seed/Mulch	0	SF	\$0.15	\$0.00	
	Site 45 Total					\$59,303.25
33	Site 46 Rock	420	Tons	\$108.50	\$45,570.00	
34	Site 46 Geotextile			\$0.25	\$2,223.75	
35	Site 46 Sod	2500	SF	\$0.50	\$1,250.00	
36	Site 46 Seed/Mulch	0	SF	\$0.15	\$0.00	
	Site 46 Total					\$49,043.75
37	Site 47 Rock	140	Tons	\$108.50	\$15,190.00	
38	Site 47 Geotextile	2000	SF	\$0.25	\$500.00	
39	Site 47 Sod	900	SF	\$0.50	\$450.00	
40	Site 47 Seed/Mulch	0	SF	\$0.15	\$0.00	
	Site 47 Total					\$16,090.00
41	Misc. Debris Removal	1	LS	\$2,210.10	\$2,210.10	
	Total Change Order No. 2 Site Work				\$414,070.70	\$414,070.70
	Less Prior Invoice Amount Processed For Change Order No. 2 Sites (P/I, 9/20/07)					\$245,637.60
	Balance Due This Invoice For Change Order No. 2 Sites					\$168,433.10

CC - LBFH

RECEIVED JAN 10 2008

South Indian River Water Control District
NRCS Wilma Rock Riprap Work
Summary of Additional Work
12/20/2007

<u>Site No.</u>	<u>Location</u>	<u>Estimated Amount</u>	<u>Actual Amount</u>	<u>Difference</u>
38	Canal F and 69th Drive North	\$32,580	\$34,287.50	-\$1,707.50
39	Canal G and 69th Drive North	\$34,800	\$32,892.50	\$1,907.50
40	Canal B and 75th Avenue North	\$32,580	\$30,767.80	\$1,812.20
41	Canal C and 71st Avenue North	\$32,580	\$31,272.50	\$1,307.50
42	Canal 5 and Jupiter Farms Road	\$21,080	\$19,809.50	\$1,270.50
43	Canal 4 and Jupiter Farms Road	\$23,325	\$23,857.55	-\$532.55
44	Canal 3 and Jupiter Farms Road	\$57,500	\$74,536.25	-\$17,036.25
45	Canal 5 and Mellen Lane	\$100,480	\$99,303.25	\$1,176.75
46	Canal 5 and Alexander Run	\$48,520	\$49,043.75	-\$523.75
47	Canal 6 and 110th Avenue North	\$16,440	\$16,090.00	\$350.00
11	Misc. Debris Removal	\$10,000	\$2,210.10	\$7,789.90
Page Total		\$409,885	\$414,070.70	-\$4,185.70
Change Order No. 2 Sites Estimated Totals		\$ 409,885.00		
Change Order No. 2 Site Actual Totals		\$414,070.70		
Change Order No. 2 Overrun Actual vs Estimated		\$ 4,185.70		
\$9,000 was added to CO No. 3 to cover C.O. 2 Overrun.				



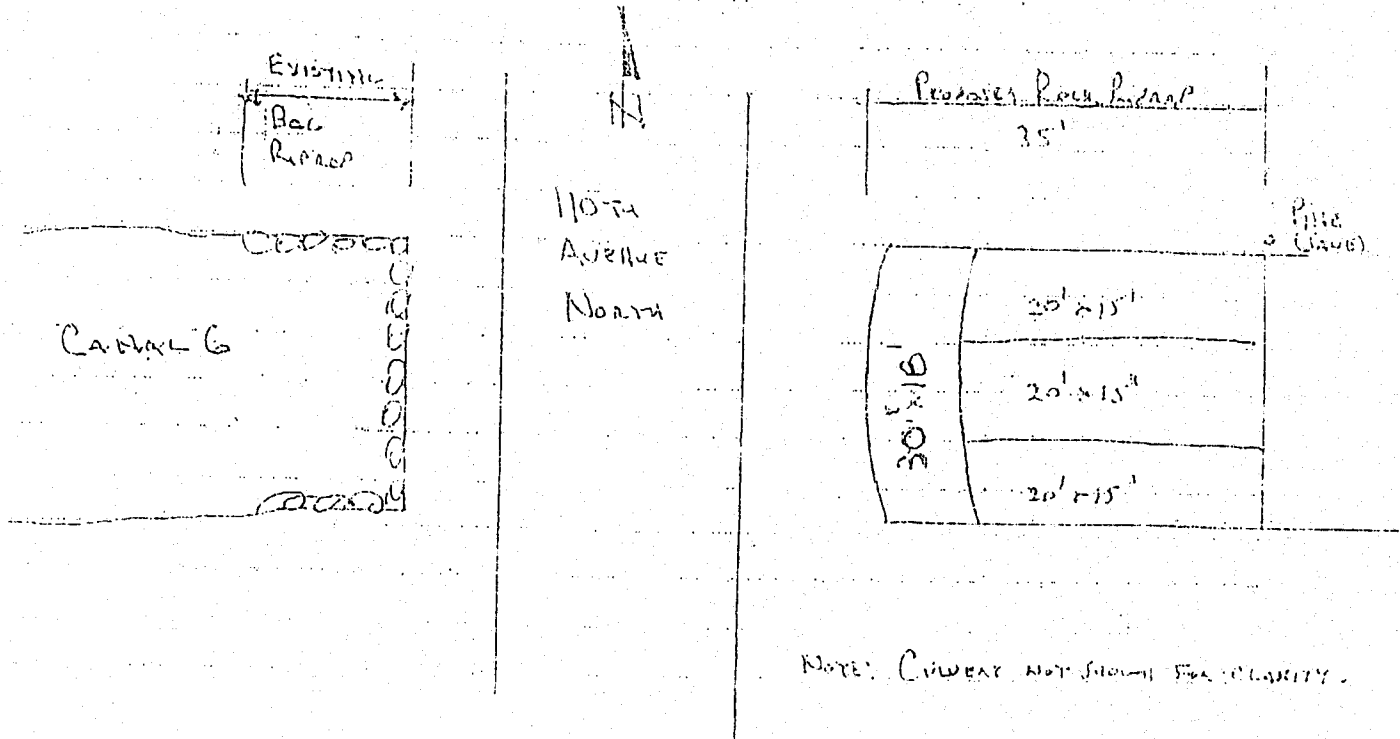
MURRAY LOGAN CONSTRUCTION, INC.
General Contractors

313 65th TRAIL NORTH • W. PALM BEACH, FL 33413
PH: (561) 686-3948 • FAX: (561) 686-7465

DATE 5/30/07

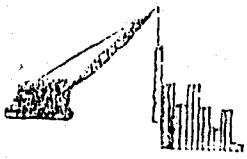
PAGE 11 OF 11 PAC

PROJECT CANAL 6 @ 110th AVENUE NORTH - SITE 47



QUANTITIES

	<u>Estimated</u>	<u>Actual</u>
Rock Riprap	110 TONS	110 TONS
Filter Cloth	2,000 SF	2,000 SF
Geo	1,500 SF	1,500 SF

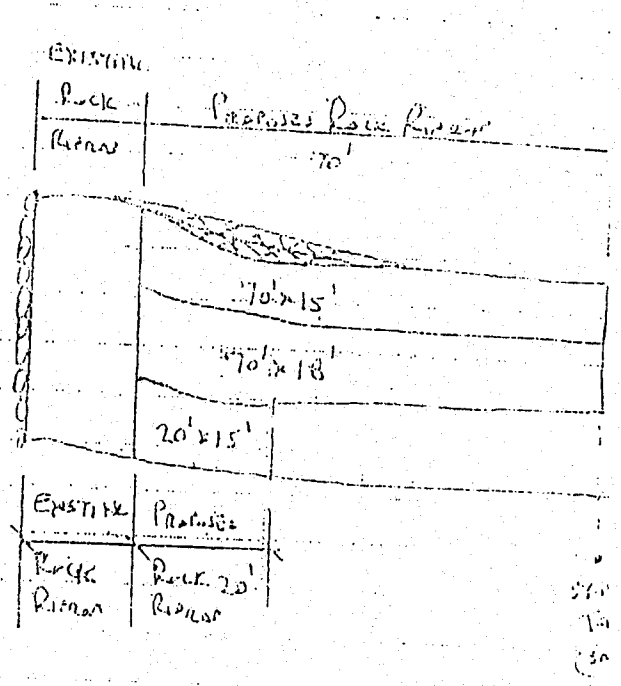
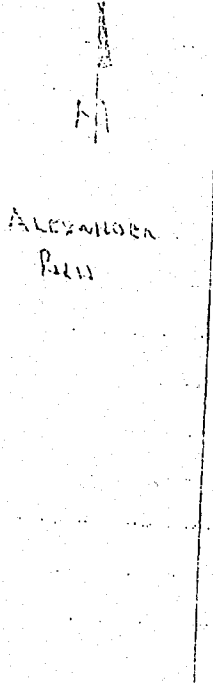
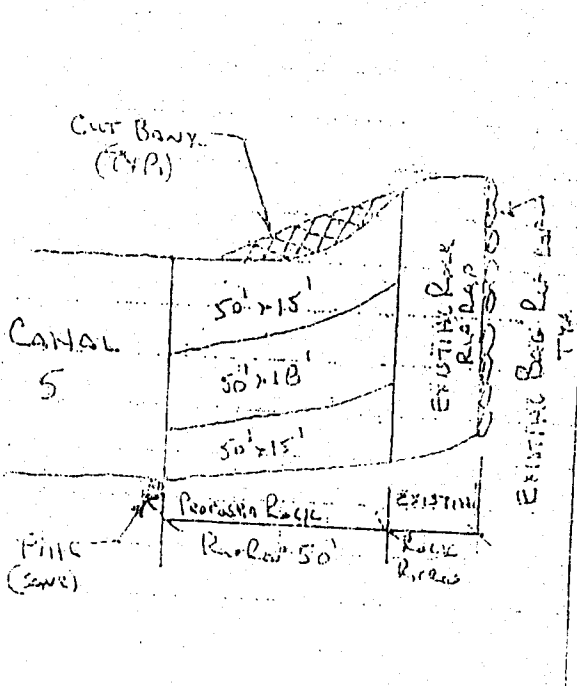


MURRAY LOGAN CONSTRUCTION, INC.
General Contractors

313 65th TRAIL NORTH - W. PALM BEACH, FL 33413
PH: (561) 686-3948 - FAX: (561) 686-7465

DATE: 5/30/07
PAGE: 10 OF 11 P.

PROJECT: CANAL 5 - ALEXANDER RUN (12.27-20.31) - SITE 46



Notes: Concrete and masonry for quantity

Quantity

	<u>Estimated</u>	<u>Actual</u>
Rock River	420 TONS	420 TONS
Pile Cap	6 PILES	6 PILES
SWR	2,500 SF	2,500 SF
Steel/Pilecap		

NO. 1788 P. 17/10

MAY 30 2007 8:00 AM



MURRAY LOGAN CONSTRUCTION, INC.
General Contractors

313 65th TRAIL NORTH • W. PALM BEACH, FL 33413
PH: (561) 886-2948 • FAX: (561) 886-7465

DATE 5/30/07

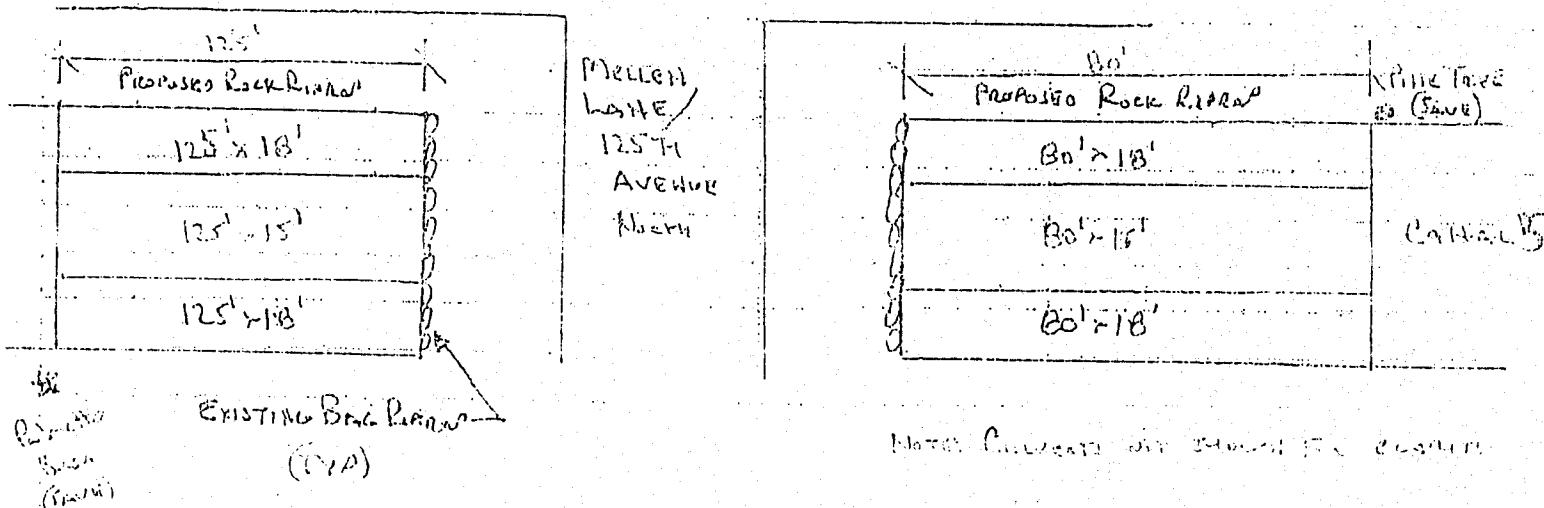
Site B

PAGE 9 OF 11 PAG

PROJECT CANAL 5 & MELLEN LANE (125th AVE. N.) SITE 45

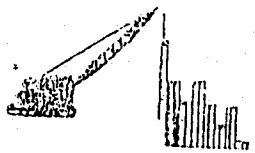


Remainder of Site Pa.

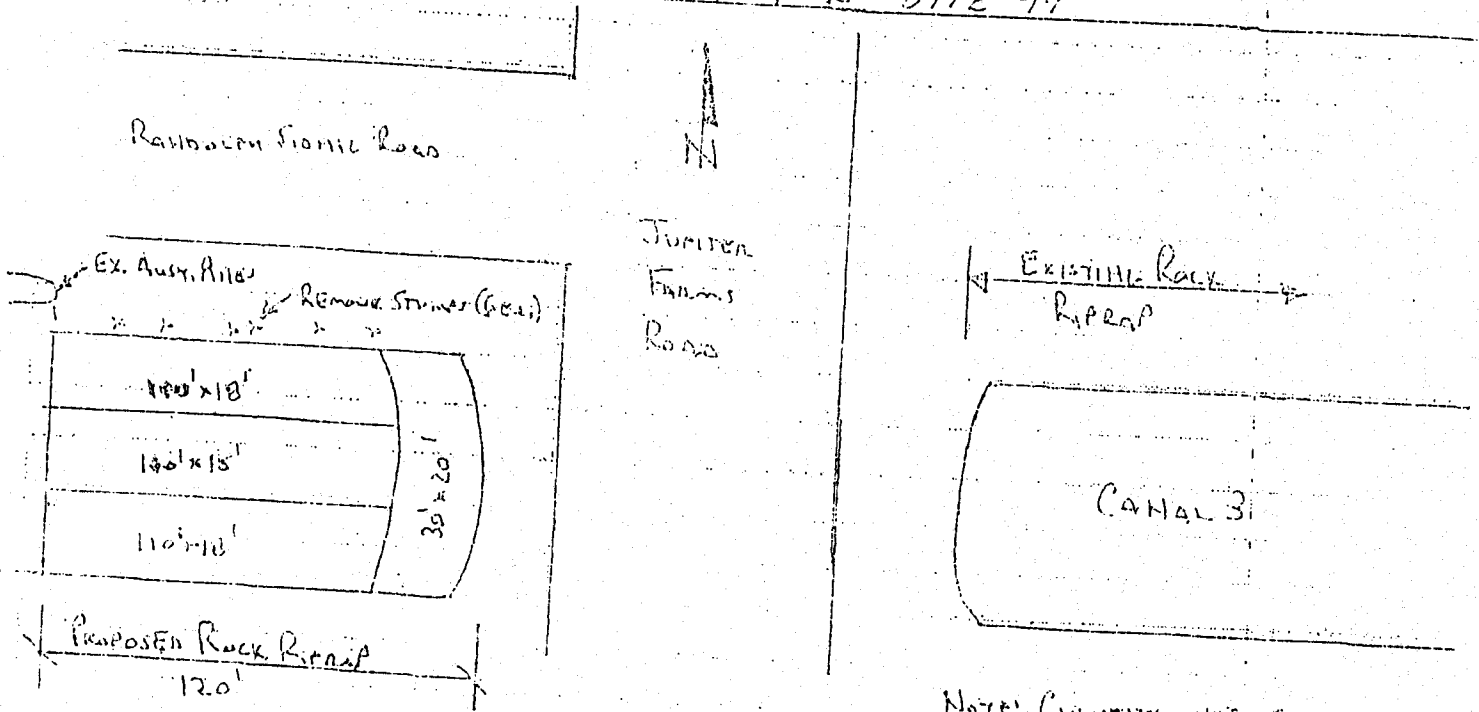


Quantities

	<u>Estimate</u>	<u>Actual</u>
Rock Riprap	880 Tons	870 Tons
Filter Cloth	1700 sq ft	1700 sq ft
Soil	27000 SF	27000 SF
Seeds/soil		

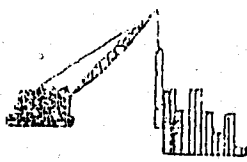


PROJECT CANAL 3 1/2 JUPITER FARM ROAD - SITE 4/4



Quantities

	Estimated	Actual
Rock Riprap	500 TONS	640 TONS
Filter Cloth	8,000 SF	9,510 SF
Soil	2,500 SF	2,750 SF
Seed Mixture	2 SF	10,625 SF



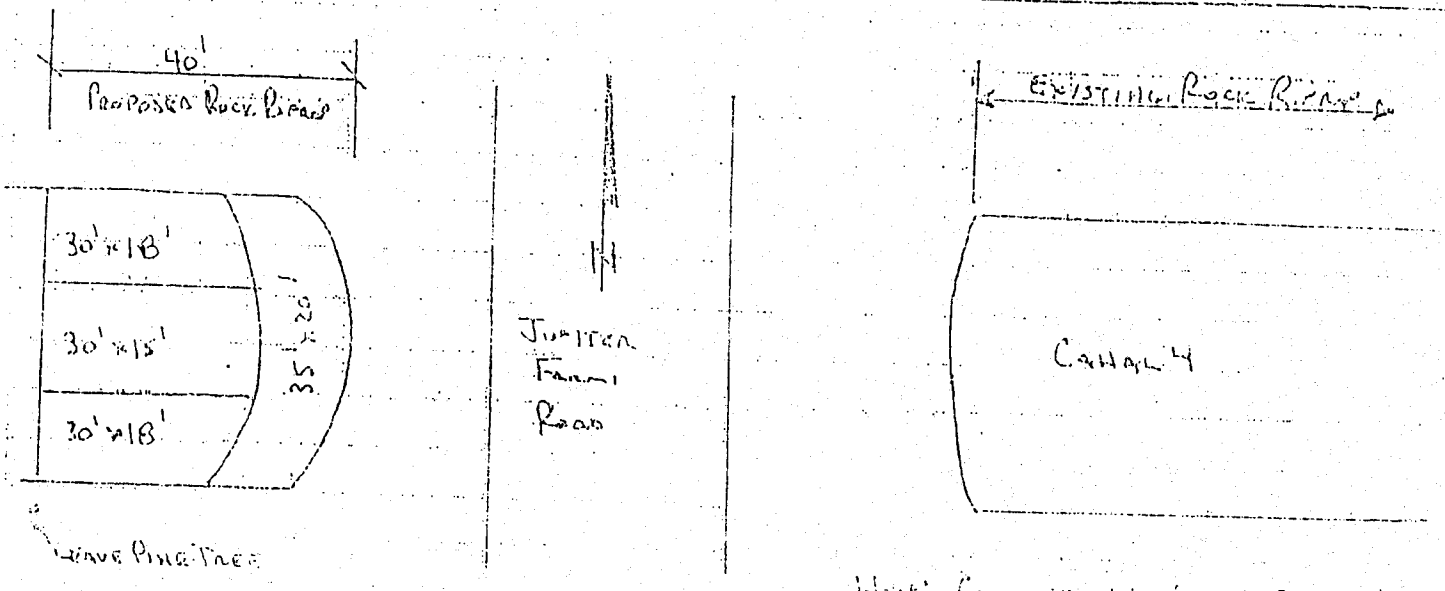
MURRAY LOGAN CONSTRUCTION, INC.
General Contractors

313 65th TRAIL NORTH • W. PALM BEACH, FL 33413
PH: (561) 686-3948 • FAX: (561) 686-7465

DATE 5/10/07

PAGE 7 OF 11 PA

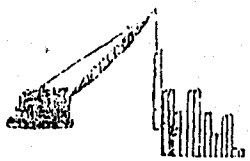
PROJECT CANAL 4 @ JUPITER FARM ROAD - SITE 43



Note: Channel 4 - Jupiter Farm Road

QUANTITIES

	<u>ESTIMATED</u>	<u>ACTUAL</u>
Rock Riprap	200 TONS	200 TONS
Filter Cloth	3,500 SF	3,900 SF
Gravel	1,500 SF	1,200 SF
Seed/Inoculant	0 SF	3,900 SF



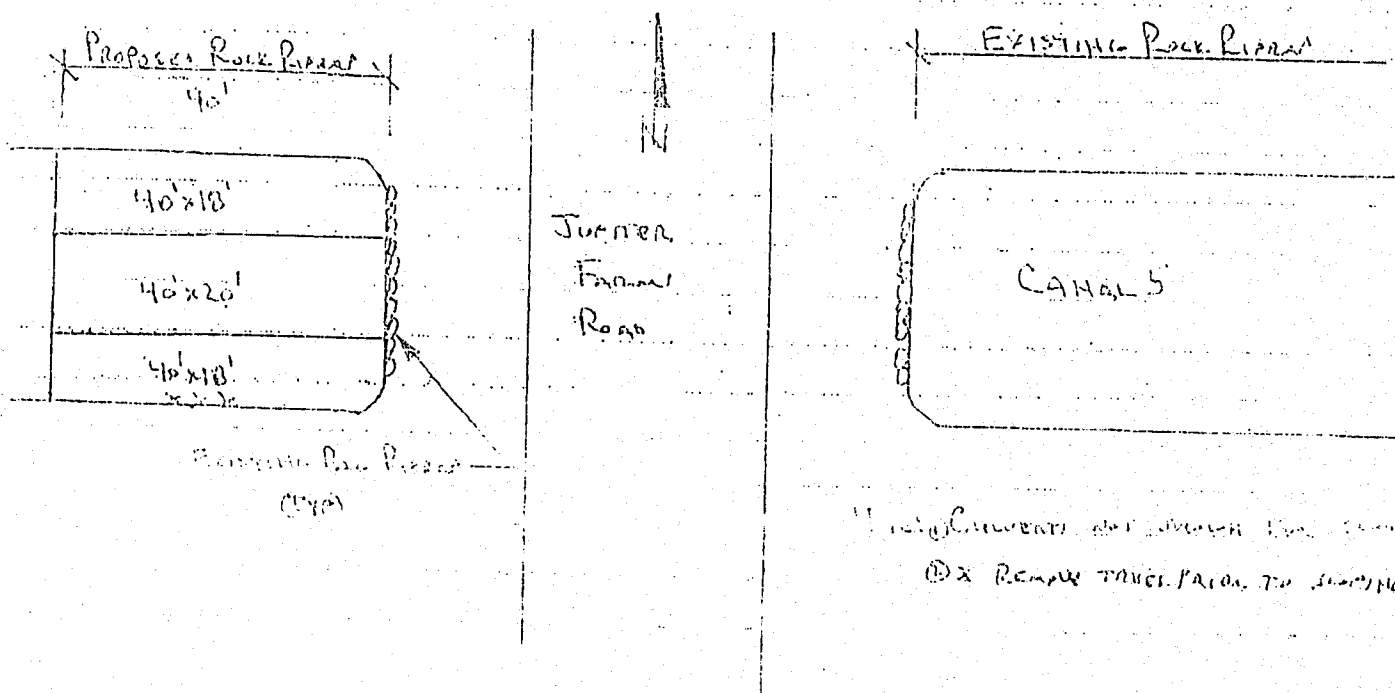
MURRAY LOGAN CONSTRUCTION, INC.
General Contractors

315 65th TRAIL NORTH • W. PALM BEACH, FL 33415
PH: (561) 686-3948 • FAX: (561) 686-7465

DATE 5/30/07

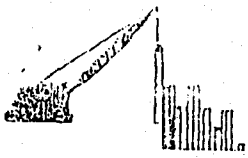
PAGE 6 OF 11 PAGES

PROJECT: CANAL 5 @ Jupiter Farms Road - SITE 42



Quantities

	<u>Estimated</u>	<u>Actual</u>
Rock Riprap	180 Tons	160 Tons
Filter Cloth	3,200 SF	3,450 SF
Gravel	1,500 SF	1,350 SF
Seed / mulch	0 SF	6080 SF



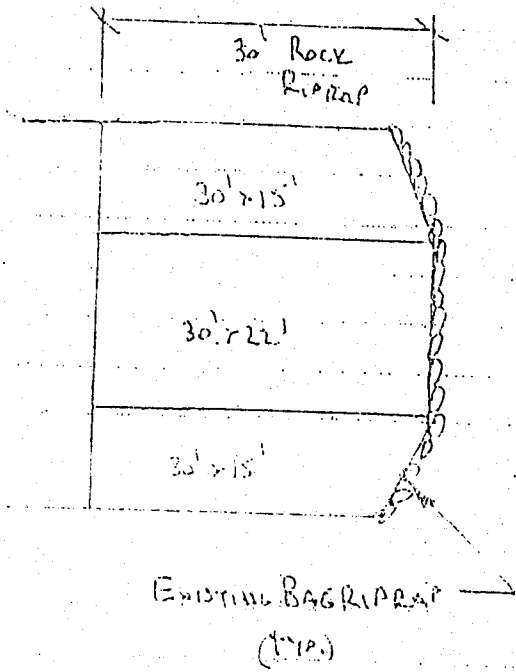
MURRAY LOGAN CONSTRUCTION, INC.
General Contractors

313 65th TRAIL NORTH • W. PALM BEACH, FL 33415
PH: (561) 686-3948 • FAX: (561) 686-7465

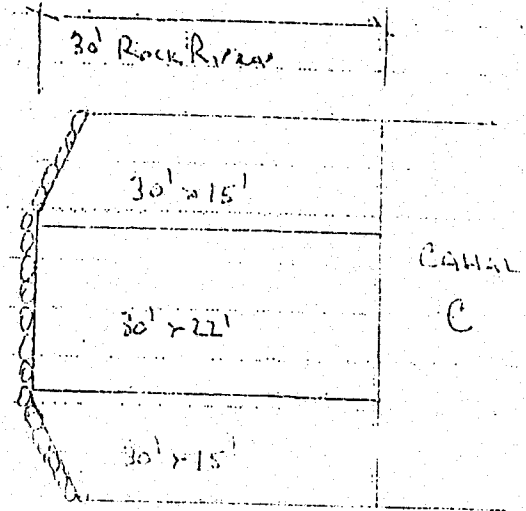
DATE 5/30/2007

PAGE 6 OF 11 PAGES

PROJECT CANAL C @ 71st AVENUE NORTH - SITE 41



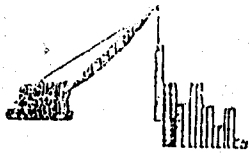
71st Avenue
North



Notes: CURBWAYS NOT SHOWN FOR CLARITY.

QUANTITIES

	<u>ESTIMATED</u>	<u>ACTUAL</u>
Rock Riprap	2,000 TONS	2,600 TONS
Filter Cloth	4,000 SF	6,140 SF
Sods	2,000 SF	2,000 SF
Seed/Mulch	0 SF	3,350 SF



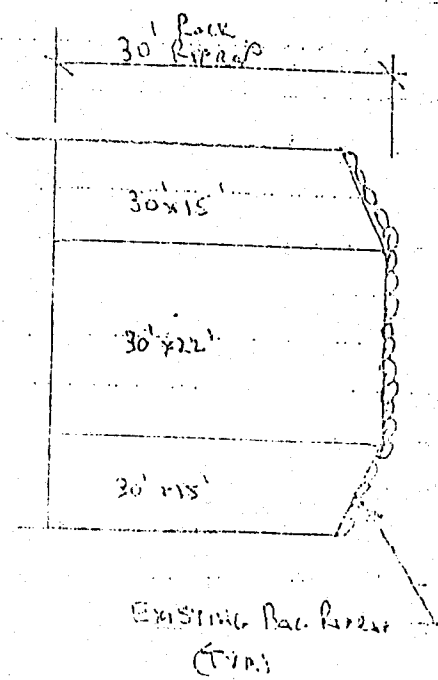
MURRAY LOGAN CONSTRUCTION, INC.
General Contractors

315 65th TRAIL NORTH - W. PALM BEACH, FL 33413
PH: (561) 686-3948 - FAX: (561) 686-7465

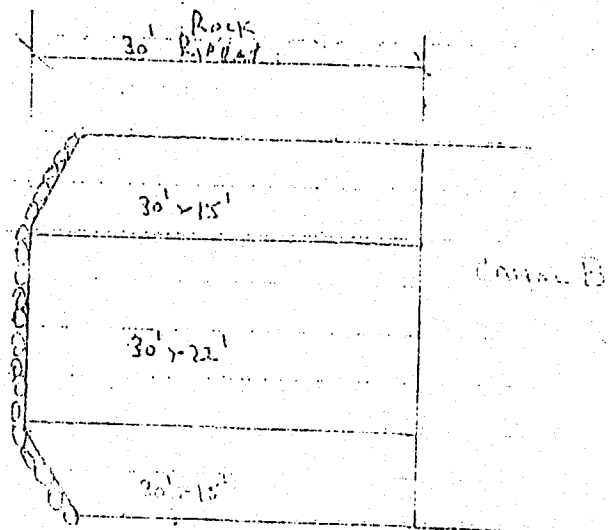
DATE 5/20/22

PAGE 4 OF 11 PAC

PROJECT CANAL B @ 175th AVENUE NORTH - SITE 40



175th Avenue
North



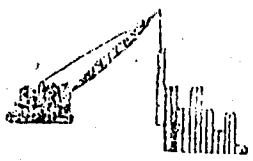
NOTE: CULVERTS NOT SHOWN FOR CLARITY

QUANTITIES

	<u>ESTIMATED</u>	<u>ACTUAL</u>
Rock Riprap	200 TONS	200 TONS
Filter Cloth	4300 SF	6300 SF
Soil	2,000 SF	1,175 SF
Geo/Fabric	2500 SF	2800 SF

2170 07/20

MAY 20 2022



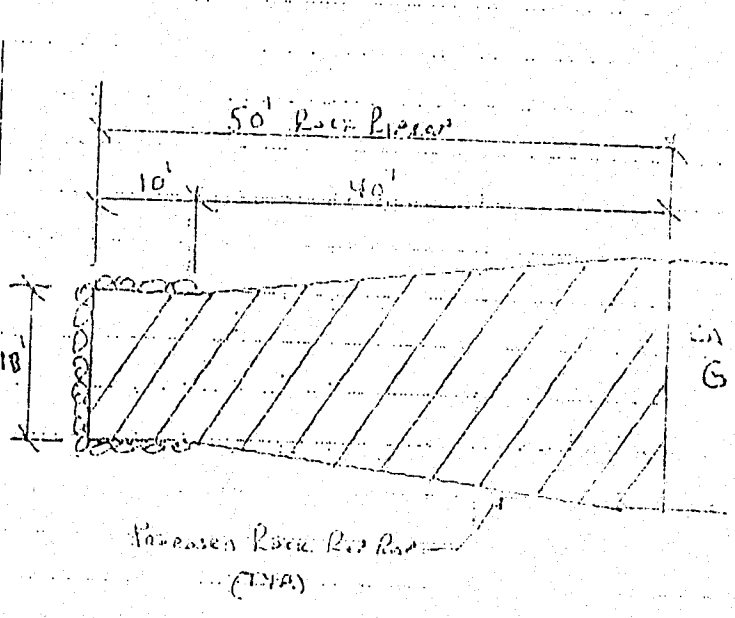
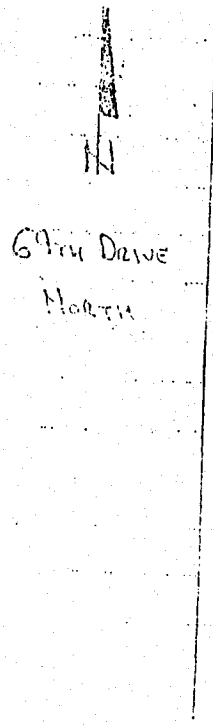
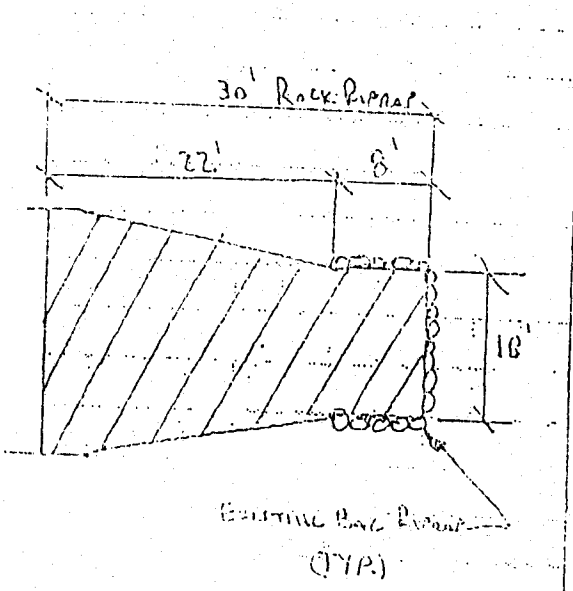
MURRAY LOGAN CONSTRUCTION, INC.
General Contractors

313 65th TRAIL NORTH • W. PALM BEACH, FL 33413
PH: (561) 686-3948 • FAX: (561) 686-7465

DATE 5/30/07

PAGE 3 OF 11 PA

PROJECT CANAL G & 69TH DRIVE NORTH - SITE 39



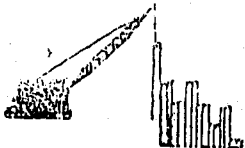
NOTE: CHANNEL NOT SUITED FOR
CULVERTY.

QUANTITIES

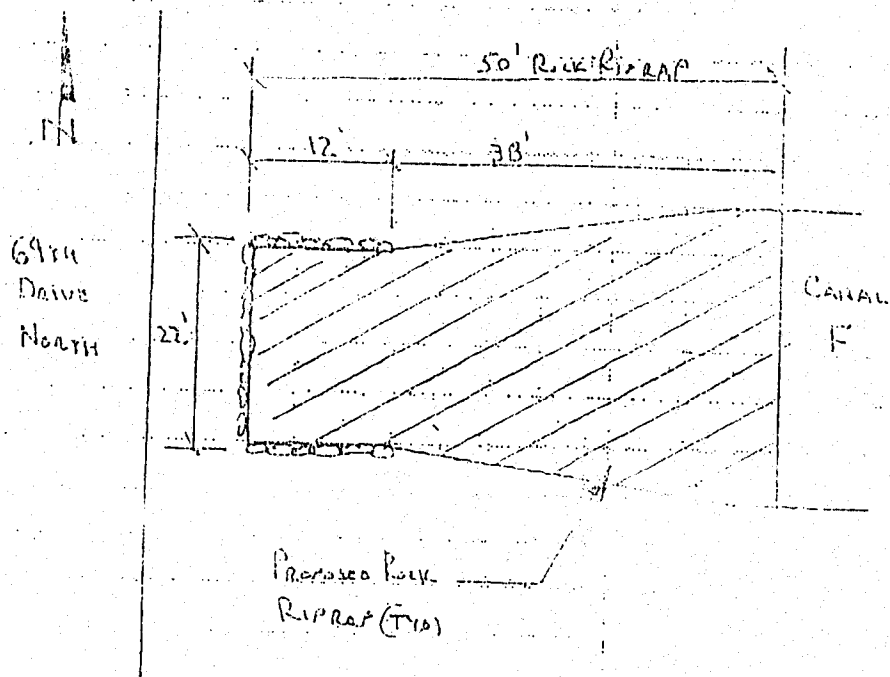
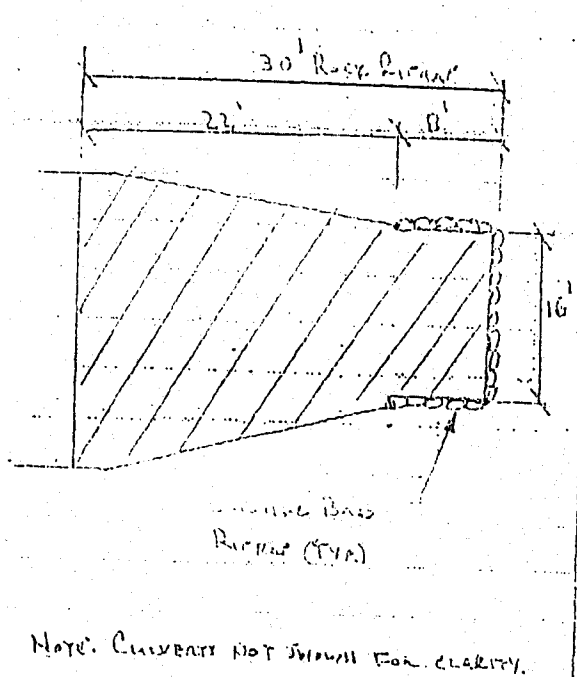
	Estimate	Actual
Rock Rip Rap	300 Tons	280 Tons
Filler Course	5,000 SF	5,500 SF
Soil	2,000 SF	2,200 SF
Seed/Inoculant	0 SF	0 SF

NO. 1000 11/07/07

DATE: 30/07/07



PROJECT CANAL F & 69TH DRIVE NORTH - SITE 30



NOTE: CURVBARS NOT SHOWN FOR CLARITY.

QUANTITIES

	<u>ESTIMATED</u>	<u>ACTUAL</u>
Rock Riprap	280 TONS	280 TONS
Filter Cloth	4,800 SF	5,730 SF
Soil	2,000 SF	4,450 SF
Seed/Mulch	0	0 13,850 SF

SOUTH INDIAN RIVER
WATER CONTROL DISTRICT
15600 JUPITER FARMS ROAD
JUPITER, FL 33478

WACHOVIA BANK, N.A.
JUPITER, FL 33477
63-843/670

16016
16016

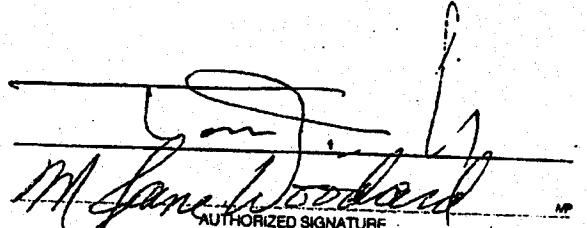
'Two Hundred Forty Five Thousand Six Hundred Thirty Seven and 60/100 Dollars

DATE
9/20/2007

AMOUNT
\$245,637.60

PAY
TO THE
ORDER
OF

Murray Logan Construction, Inc
313 65th Trail North
West Palm Beach, FL 33413



AUTHORIZED SIGNATURE

⑈016016⑈ ⑆067006432⑆ 2159229755098⑈

⑈0024563760⑈

FL CYCLE: 9040 PKT: 6
DDACYC: 09272007
0235457754

SURTRUST ORL 09252007
ORL FL 10631623524
1783-008
25/07

1013 88959

PAY TO THE ORDER OF
SUNBANK/SOUTH FL, N.A.
FOR DEPOSIT ONLY
MURRAY LOGAN CONSTRUCTION CO.
0396023024501

DO NOT SIGN / WRITE / STAMP BEYOND THIS LINE.
FOR DEPOSIT ONLY INSTITUTIONS PLEASE ONLY

South Indian River Water Control District
NRCS Wilma Rock Riprap Work
Summary of Clearing Costs This Period
8/20/2007

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	Supervisor	5	Hr	\$40.00	\$200.00
2	Dump Truck	5	Hr	\$45.00	\$225.00
3	Pickup	5	Hr	\$15.00	\$75.00
4	Laborer	15	Hr	\$24.00	\$360.00
5	Backhoe	5	Hr	\$125.00	\$625.00
6	Loader	5	Hr	\$80.00	\$400.00
7	Dump Fee	1	LS	\$274.00	\$274.00
8	15% Markup on 8	15	%	\$274.00	\$41.10
	Total				\$2,200.10

South Indian River Water Control District

8/20/2007

NRCS Wilma Rock Riprap Work

Summary of Change Order No. 2 Work Complete

Item	Description	Units	Unit of Measure	Unit Price	Amount	
1	Site 1 Rock	280	Tons	\$108.50	\$30,380.00 ✓	
2	Site 1 Geotextile	5730	SF	\$0.25	\$1,432.50 ✓	
3	Site 1 Sod	4950	SF	\$0.50	\$2,475.00 ✓	
4	Site 1 Seed/Mulch	0	SF	\$0.15	\$0.00	
	Site 1 Total					\$34,287.50 ✓
5	Site 2 Rock	280	Tons	\$108.50	\$30,380.00	
6	Site 2 Geotextile	5550	SF	\$0.25	\$1,387.50	
7	Site 2 Sod	2250	SF	\$0.50	\$1,125.00	
8	Site 2 Seed/Mulch	0	SF	\$0.15	\$0.00	
	Site 2 Total					\$32,892.50 ✓
9	Site 3 Rock	260	Tons	\$108.50	\$28,210.00	
10	Site 3 Geotextile	6300	SF	\$0.25	\$1,575.00	
11	Site 3 Sod	1125	SF	\$0.50	\$562.50	
12	Site 3 Seed/Mulch	0	SF	\$0.15	\$0.00	
	Site 3 Total					\$30,347.50 ✓
13	Site 4 Rock	260	Tons	\$108.50	\$28,210.00	
14	Site 4 Geotextile	6190	SF	\$0.25	\$1,547.50	
15	Site 4 Sod	2025	SF	\$0.50	\$1,012.50	
16	Site 4 Seed/Mulch	0	SF	\$0.15	\$0.00	
	Site 4 Total					\$30,770.00 ✓
17	Site 5 Rock	160	Tons	\$108.50	\$17,360.00	
18	Site 5 Geotextile	3450	SF	\$0.25	\$862.50	
19	Site 5 Sod	1350	SF	\$0.50	\$675.00	
20	Site 5 Seed/Mulch	0	SF	\$0.15	\$0.00	
	Site 5 Total					\$18,897.50 ✓
21	Site 6 Rock	200	Tons	\$108.50	\$21,700.00	
22	Site 6 Geotextile	3900	SF	\$0.25	\$975.00	
23	Site 6 Sod	1250	SF	\$0.50	\$625.00	
24	Site 6 Seed/Mulch	0	SF	\$0.15	\$0.00	
	Site 6 Total					\$23,300.00 ✓
25	Site 7 Rock	640	Tons	\$108.50	\$69,440.00	
26	Site 7 Geotextile	9510	SF	\$0.25	\$2,377.50	
27	Site 7 Sod	2250	SF	\$0.50	\$1,125.00	
28	Site 7 Geotextile	10625	SF	\$0.15	\$1,593.75	
	Site 7 Total					\$74,536.25 ✓
29	Misc. Debris Removal	1	LS	\$2,200.10	\$2,200.10	\$2,200.10 ✓
	Total Change Order No. 2 Complete As of 8/20/07					\$247,231.35 ✓

* Seed/Mulch removed for future billing subject to approval by Engineer/Owner.

Murray Logan Construction, Inc.
 313- 65th Trail North
 West Palm Beach, FL 33413

Invoice ID: 4061
 Invoice Date: 09-10-2007

Customer ID: SIRWCD

To: SOUTH INDIAN WATER CONTROL DIS
 15600 JUPITER FARMS ROAD
 JUPITER, FL 33478

Job Location: S.I.R.W.C.D. WILMA CLEARING &
 ROCK WORK
 CHANGE ORDER NO. 2 ROCK WORK
 BILLING THROUGH AUGUST 20, 2007
 M.L.C.I. JOB #06-360

South Indian River Water Control District
NRCS Wilma Rock Riprap Work
Summary of Change Order No. 2 Work Complete
8/20/2007

<u>Site No.</u>	<u>Location</u>	<u>Actual Amount</u>
1	Canal F and 69th Drive North	\$34,287.50
2	Canal G and 69th Drive North	\$32,892.50 } EAST
3	Canal B and 75th Avenue North	\$30,347.50 } East
4	Canal C and 71st Avenue North	\$30,770.00 }
5	Canal 5 and Jupiter Farms Road	\$18,897.50 }
6	Canal 4 and Jupiter Farms Road	\$23,300.00 } W
7	Canal 3 and Jupiter Farms Road	\$74,536.25 } W
11	Misc. Debris Removal	\$2,200.10 - West
Page Total		\$247,231.35

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

AMOUNT	APPROVAL
\$ 247,231.35	INVOICE
110-53854400 128,297.50	APPROVED
120-53854900 118,933.85	DATE
117,340.10	PAID
245,637.66	SEP 20 2007

Per Amy
 Do not pay
 1593.75
 on mulch
 on this in
 9/21

RECEIVED SEP 11 2007

Amount Billed

Retainage Held

DATE DUE: 09-10-2007

Amount Due \$247,231.35

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

Payee Murray Logan Construction, C
 Vendor ID MLOGAN

Account #:

Tr

16016
 16016
 9/20/2007

Invoice	Invoice Date	Due Date	Description	Discount Amount	Amount to Pay
061	9/10/2007	10/10/2007	Rock rip rap NRCS - ...	\$0.00	\$245,637.60
Total:				\$0.00	\$245,637.60

SOUTH INDIAN RIVER
WATER CONTROL DISTRICT
15600 JUPITER FARMS ROAD
JUPITER, FL 33478

WACHOVIA BANK, N.A.
JUPITER, FL 33477
83-843/870

15806
15806

****Four Hundred Forty Six Thousand Two Hundred Fourteen and 75/100 Dollars

DATE
5/17/2007

AMOUNT
\$446,214.75

PAY
TO THE
ORDER
OF

Murray Logan Construction, Inc
313 65th Trail North
West Palm Beach, FL 33413

M. Powell
Charles F. Hester
AUTHORIZED SIGNATURE

⑈015806⑈ ⑆067006432⑆ 2159229755098⑈

⑈0044621475⑈

PAY TO THE ORDER OF
SUNBANK/SOUTH FL, N.A.
FOR DEPOSIT ONLY
MURRAY LOGAN CONSTRUCTION CO.
0394023024301

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USE ONLY

SINTRUST: ORL. 05212007
ORLANDO: FL
1998-008 10631021524

MAY 21 07

1031
57460

FL CYCLE: 0046 PKT: 6
DDACYC 05232007

3033102720

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

Payee Murray Logan Construction.
Order # MLOGAN

Account #:

1580
1580
5/17/2007

invoice	Invoice Date	Due Date	Description	Discount Amount	Amount to Pay
5918	5/11/2007	6/10/2007	Hur. Wilma rock ripra...	\$0.00	\$446,214.75

Total : \$0.00 \$446,214.75

LMP117 Laser Multipurpose Check

51N32:

313- 65th Trail North
West Palm Beach, FL 33413

INVOICE ID: 3918
Invoice Date: 05-11-2007

Customer ID: SIRWCD

To:
SOUTH INDIAN WATER CONTROL DIS
15600 JUPITER FARMS ROAD
JUPITER, FL 33478

Job Location:
S.I.R.W.C.D. WILMA CLEARING &
ROCK WORK
CHANGE ORDER NO. 1 ROCK WORK
BILLING THROUGH APRIL 15, 2007
M.L.C.I. JOB NO. 06-360

South Indian River Water Control District
NRCS Wilma Rock Riprap Work
Summary of Additional Work
5/2/2007

<u>Site No.</u>	<u>Location</u>	<u>Amount</u>
26	Canal 6 & 115th Ave. North	\$20,742.50
27	Canal 5 & 133 Terrace North X	\$46,278.50
28	Canal 3 & Brian Way X	\$11,695.00
29	Canal 2 & Mellen Lane X	\$43,572.50
30	Canal 1 & Alexander Run X	\$52,348.50
31	Canal 5 & 110th Ave. North	\$49,467.00
32	Canal 5 & Haynie Lane	\$56,205.00
33	Canal 4 & Haynie Lane	\$54,976.25
34	Canal 2 & 130th Ave. North	\$24,981.00
35	Canal D & 75th Ave. North	\$30,085.00
36	Canal D & 85th Ave. North	\$32,307.50
37	Misc. Debris Removal	\$23,556.00
	Page Total	\$446,214.75

ME

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

AMOUNT	APPROVAL
\$446,214.75	INVOICE REVIEWED
	SECRETARY
	PAID
	SUPERINTENDENT/ ENGINEER
Amount Billed	\$446,214.75

110-538-54900
120-538-54900

Retainage Held

DATE DUE: 05-11-2007

Amount Due \$446,214.75

South Indian River Water Control District
NRCS Wilma Rock Riprap Work
Summary of Additional Work
5/2/2007

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	Site 26 Rock	180	Tons	\$108.50	\$19,530.00
2	Site 26 Geotextile	2850	SF	\$0.25	\$712.50
3	Site 26 Sod	1000	SF	\$0.50	\$500.00
4	Site 27 Rock	396	Tons	\$108.50	\$42,966.00
5	Site 27 Geotextile	8250	SF	\$0.25	\$2,062.50
6	Site 27 Sod	2500	SF	\$0.50	\$1,250.00
7	Site 28 Rock	100	Tons	\$108.50	\$10,850.00
8	Site 28 Geotextile	1380	SF	\$0.25	\$345.00
9	Site 28 Sod	1000	SF	\$0.50	\$500.00
10	Site 29 Rock	380	Tons	\$108.50	\$41,230.00
11	Site 29 Geotextile	5370	SF	\$0.25	\$1,342.50
12	Site 29 Sod	2000	SF	\$0.50	\$1,000.00
13	Site 30 Rock	456	Tons	\$108.50	\$49,476.00
14	Site 30 Geotextile	8490	SF	\$0.25	\$2,122.50
15	Site 30 Sod	1500	SF	\$0.50	\$750.00
16	Site 31 Rock	432	Tons	\$108.50	\$46,872.00
17	Site 31 Geotextile	7380	SF	\$0.25	\$1,845.00
18	Site 31 Sod	1500	SF	\$0.50	\$750.00
19	Site 32 Rock	480	Tons	\$108.50	\$52,080.00
20	Site 32 Geotextile	10500	SF	\$0.25	\$2,625.00
21	Site 32 Sod	3000	SF	\$0.50	\$1,500.00
22	Site 33 Rock	480	Tons	\$108.50	\$52,080.00
23	Site 33 Geotextile	8585	SF	\$0.25	\$2,146.25
24	Site 33 Sod	1500	SF	\$0.50	\$750.00
25	Site 34 Rock	216	Tons	\$108.50	\$23,436.00
26	Site 34 Geotextile	3180	SF	\$0.25	\$795.00
27	Site 34 Sod	1500	SF	\$0.50	\$750.00
28	Site 35 Rock	260	Tons	\$108.50	\$28,210.00
29	Site 35 Geotextile	4500	SF	\$0.25	\$1,125.00
30	Site 35 Sod	1500	SF	\$0.50	\$750.00
31	Site 36 Rock	280	Tons	\$108.50	\$30,380.00
32	Site 36 Geotextile	4710	SF	\$0.25	\$1,177.50
33	Site 36 Sod	1500	SF	\$0.50	\$750.00
34	Misc. Debris Removal	1	LS	\$23,556.00	\$23,556.00
Page Total					\$446,214.75

South Indian River Water Control District
NRCS Wilma Rock Riprap Work
Misc. Debris Removal
5/2/2007

Site 9 Canal 4 and 105th Rd.

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
11/14/2006	Dump Truck	6	Hours	\$45.00	\$270.00
11/14/2006	Tree Disposal	6	Loads	\$108.00	\$648.00
	Markup on Disposal	15 %		\$648.00	\$97.20

1015 20

Site 11 Canal 4 and Alexander

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
11/14/2006	Dump Truck	1	Hours	\$45.00	\$45.00
11/14/2006	Tree Disposal	1	Loads	\$108.00	\$108.00
	Markup on Disposal	15 %		\$108.00	\$16.20

165

Site 19 Mack Dairy Road

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
11/30/2006	Supervisor	10	Hours	\$40.00	\$400.00
	Labor	18	Hours	\$24.00	\$432.00
	Pickup Truck	10	Hours	\$15.00	\$150.00
	Loader	9	Hours	\$80.00	\$720.00
	Dump Truck	8	Hours	\$45.00	\$360.00
	Tree Disposal	7	Loads	\$108.00	\$756.00
	Markup on Disposal	15 %		\$756.00	\$113.40

2931 40

Site 10, 15, 16 and 25

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
11/31/06	Supervisor	10	Hours	\$40.00	\$400.00
	Labor	18	Hours	\$24.00	\$432.00
	Pickup Truck	8	Hours	\$15.00	\$120.00
	Loader	9	Hours	\$80.00	\$720.00
	Dump Truck	8	Hours	\$45.00	\$360.00
	Tree Disposal	4	Loads	\$108.00	\$432.00
	Concrete Disposal	1	Loads	\$100.00	\$100.00
	Markup on Disposal	15 %		\$532.00	\$79.80

264 3

Mack Dairy Road Canal

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
12/1/2006	Supervisor	21	Hours	\$40.00	\$840.00
	Labor	18	Hours	\$24.00	\$432.00
	Pickup Truck	10	Hours	\$15.00	\$150.00
	Loader	9	Hours	\$80.00	\$720.00
	Dump Truck	8	Hours	\$45.00	\$360.00
	Tree Disposal	4	Loads	\$108.00	\$432.00
	Markup on Disposal	15	%	\$432.00	\$64.80

103.80

Canal 3 East of Jupiter Farms Road (Approx. 5 Lots East)

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
12/4 & 12/5	Supervisor	20	Hours	\$40.00	\$800.00
	Labor	40	Hours	\$24.00	\$960.00
	Pickup Truck	20	Hours	\$15.00	\$300.00
	Loader	20	Hours	\$80.00	\$1,600.00
	Dump Truck	10	Hours	\$45.00	\$450.00
	Tree Disposal	3	Loads	\$108.00	\$324.00
	Markup on Disposal	15	%	\$324.00	\$48.60

4452

Canal 2 and 130th

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
4/9 & 4/10	Supervisor	20	Hours	\$40.00	\$800.00
	Labor	60	Hours	\$24.00	\$1,440.00
	Pickup Truck	20	Hours	\$15.00	\$300.00
	Loader	20	Hours	\$80.00	\$1,600.00

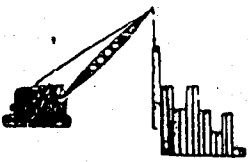
4140

Mack Dairy Road

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
4/11, 4/12,	Supervisor	25	Hours	\$40.00	\$1,000.00
4/13/2007	Labor	75	Hours	\$24.00	\$1,800.00
	Pickup Truck	25	Hours	\$15.00	\$375.00
	Loader	25	Hours	\$80.00	\$2,000.00

Total Misc. Debris Removal

\$23,556.00 ✓
=====



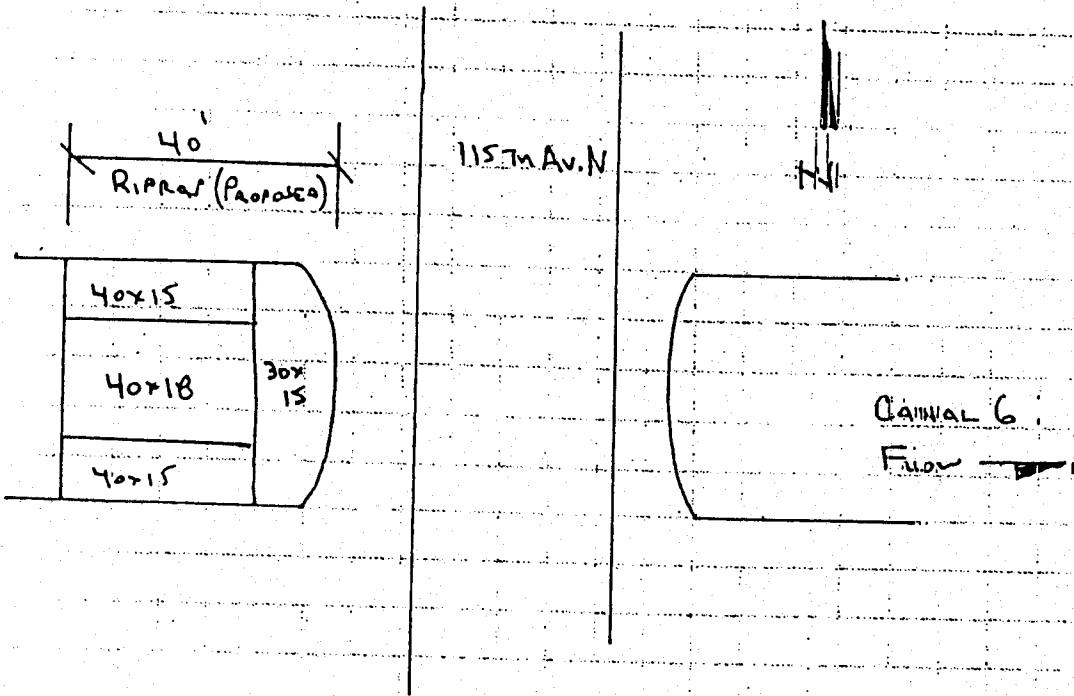
MURRAY LOGAN CONSTRUCTION, INC.
 General Contractors

313 65th TRAIL NORTH • W. PALM BEACH, FL 33413
 PH: (561) 686-3948 • FAX: (561) 686-7465

DATE | 1/5/07

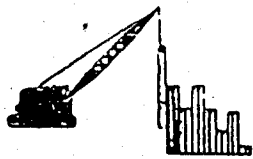
PAGE | 1 OF 1 PA

PROJECT CANAL 6 @ 115TH AVE. N. ROCK REVETMENT



QUANTITIES:

	<u>EST</u>	<u>ACTUAL</u>
CL. TM	4,500 SF	2,850 SF
ROCK	200 TONS	180 TONS
SOD	1500 SF	1,000 SF



MURRAY LOGAN CONSTRUCTION, INC.
General Contractors

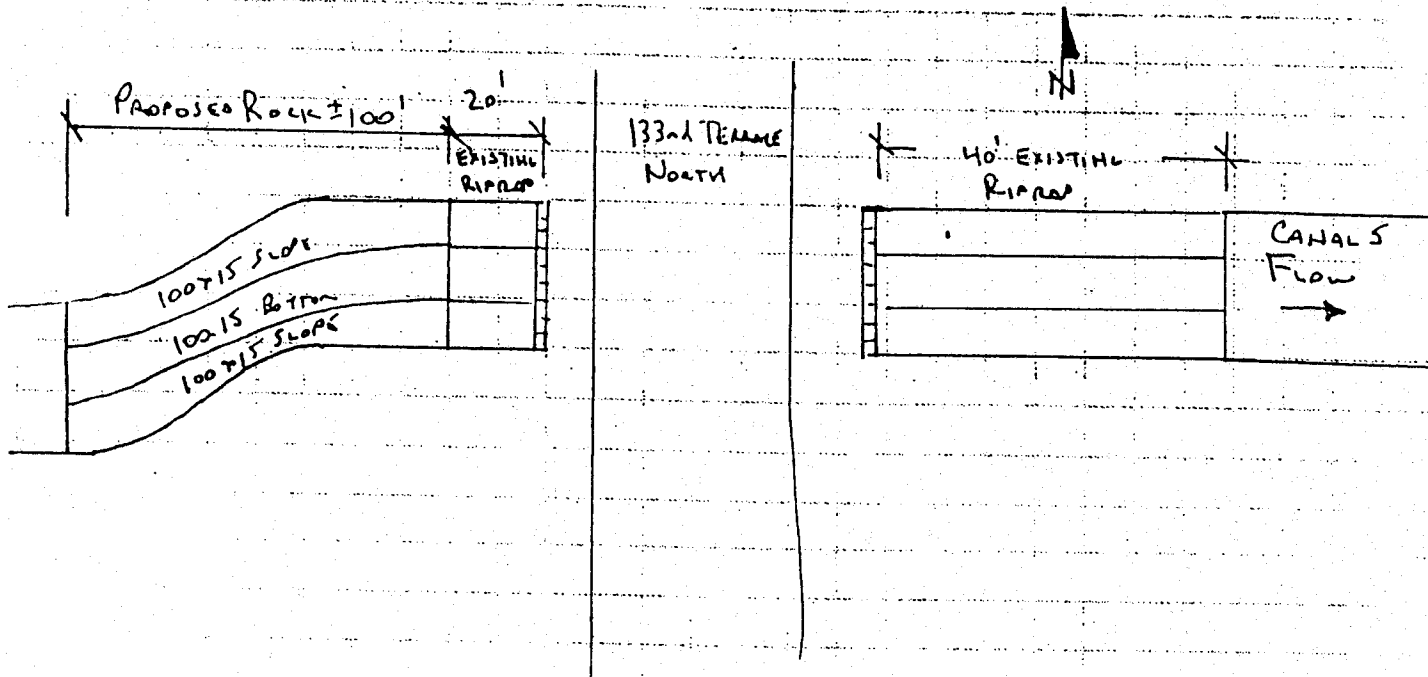
313 65th TRAIL NORTH • W. PALM BEACH, FL 33413
PH: (561) 686-3948 • FAX: (561) 686-7465

(ADD ON TO SITE 14)

DATE 1/5/07

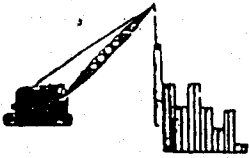
PAGE 1 OF 1 PAGE

PROJECT CANAL 5 @ 133rd TERRACE N. - ROCK REVETMENT - ADDITIONAL WORK



QUANTITIES

	<u>Est</u>	<u>Actual</u>
CLAY	9,240 SF.	8,250 SF.
ROCK	400 TONS	396 TONS
SOIL	1,500 SF.	2,500 SF.



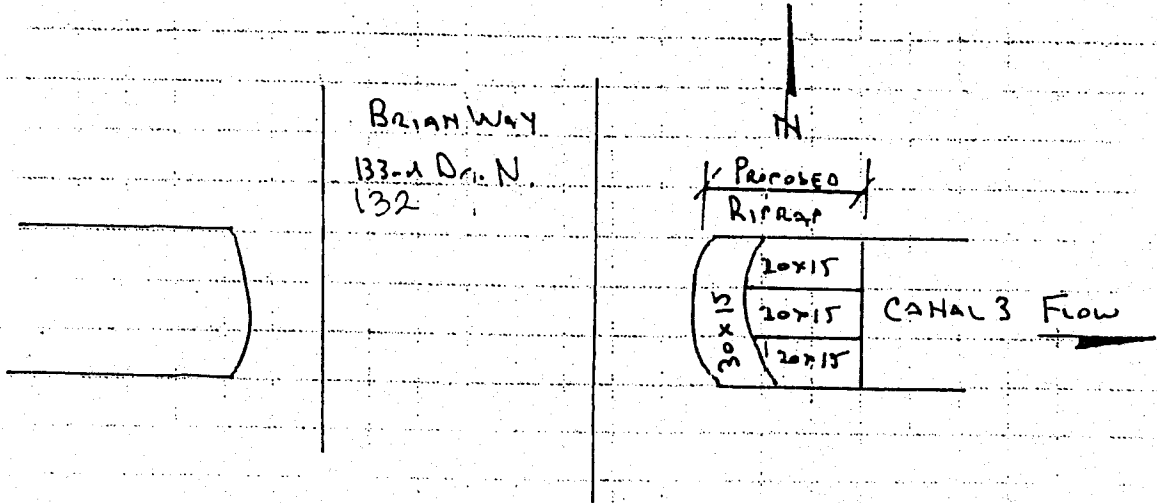
MURRAY LOGAN CONSTRUCTION, INC.
General Contractors

313 65th TRAIL NORTH • W. PALM BEACH, FL 33413
PH: (561) 686-3948 • FAX: (561) 686-7465

DATE 1/8/09

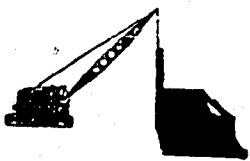
PAGE _____ OF _____ PAGE

PROJECT Canal 3 + Brian Way (132nd Dr. N.) Rock Revetment



QUANTITIES

	<u>EST.</u>	<u>ACTUAL</u>
CLOTH	3,000 SF	1,380 SF
ROCK	100 TONS	100 TONS
SOD.	1,500 SF	1,000 SF



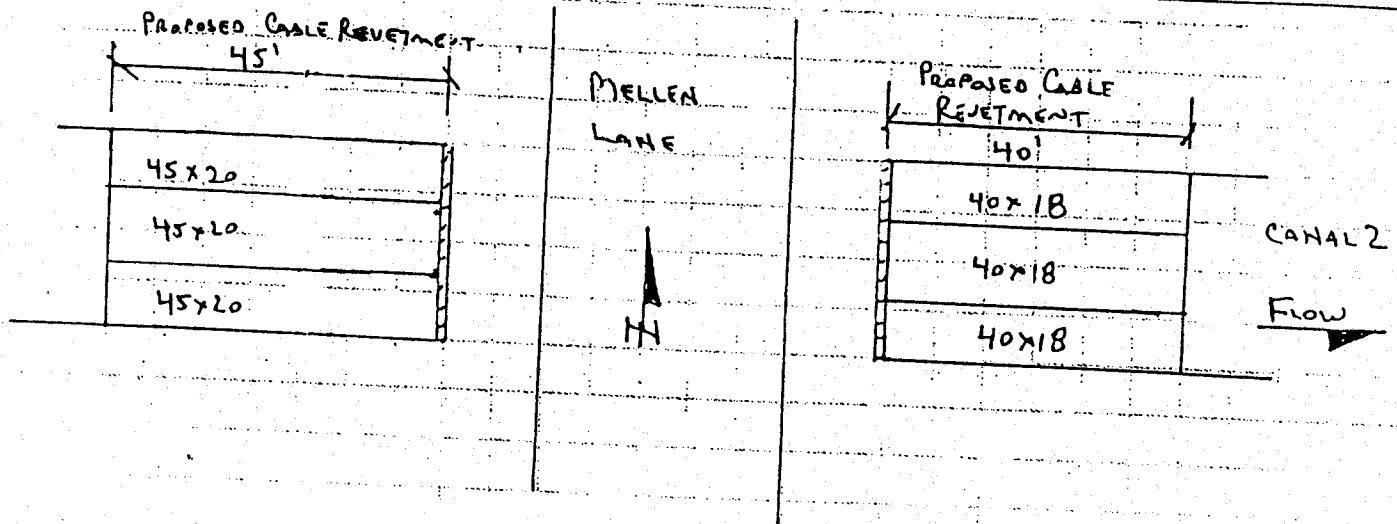
MURRAY LOGAN CONSTRUCTION, INC.
General Contractors

313 65th TRAIL NORTH • W. PALM BEACH, FL 33413
PH: (561) 686-3948 • FAX: (561) 686-7465

DATE 1/8/07

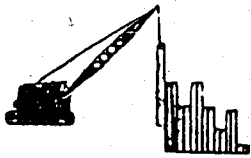
PAGE 1 OF 1 PA

PROJECT CANAL 2 + MELLEN LANE CABLE REVETMENT



QUANTITIES

	<u>EST.</u>	<u>ACTUAL</u>
CL-14	6,300 SF	5,370 SF
ROCK CABLE REVETMENT	5,370 SF	380 TONS
SOD	1,500 SF	2,000 SF



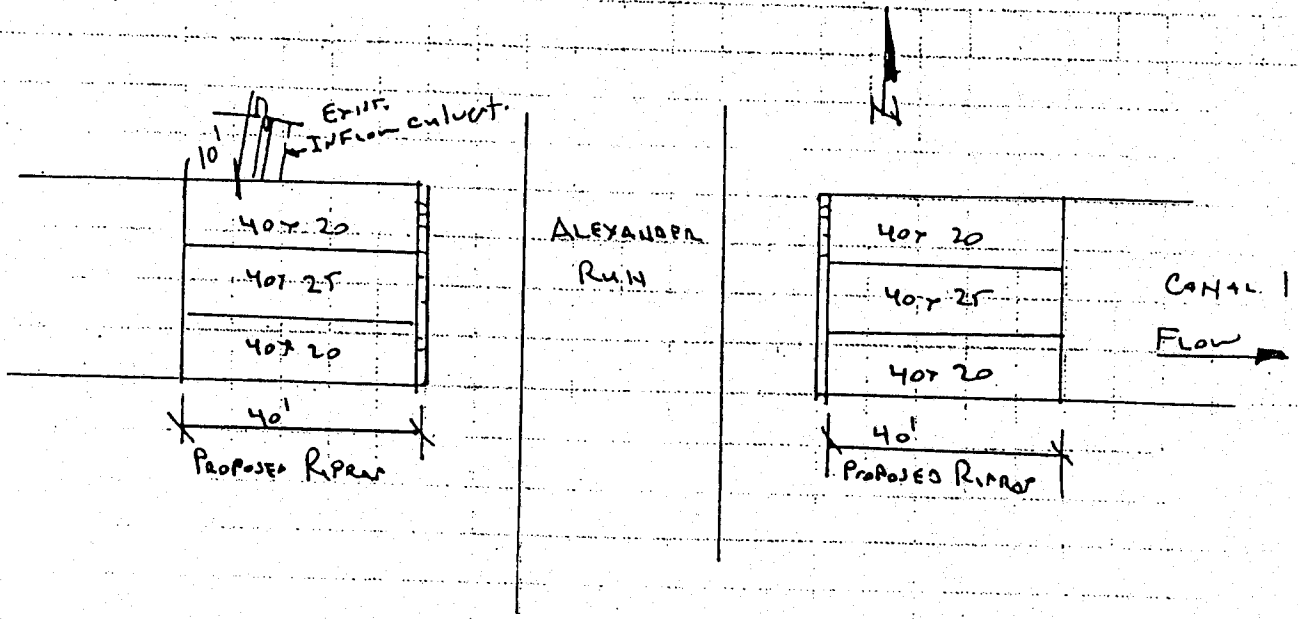
MURRAY LOGAN CONSTRUCTION, INC.
General Contractors

313 65th TRAIL NORTH • W. PALM BEACH, FL 33413
PH: (561) 686-3948 • FAX: (561) 686-7465

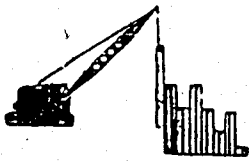
DATE 1/8/07

PAGE _____ OF _____ PAG

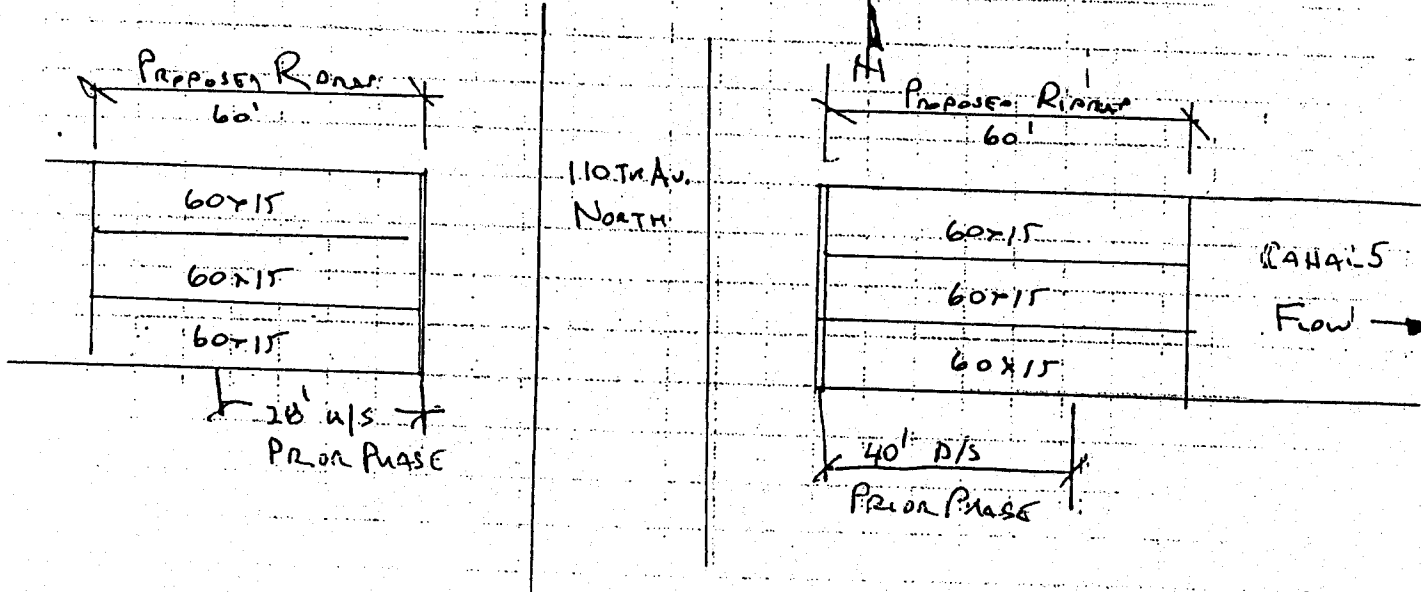
PROJECT CANAL 1 - ALEXANDRA RUN ROCK REVEINEMENT



	<u>QUANTITIES</u>	<u>ACTUAL</u>
Cloth	10000 SF	8490 SF
Rock	460 TONS	456 TONS
Soo.	3000 SF	↓ 500 SF



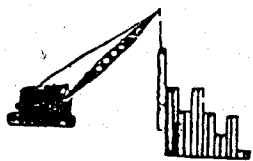
PROJECT CANAL 5: 110TH AV. NORTH ROCK REEFMENT



QUANTITIES

	<u>EST.</u>	<u>ACTUAL</u>
Cloth	10,000 SF	7380 SF
Rock	440 TONS	432 TONS
Soil	1500 SF	1,500 SF





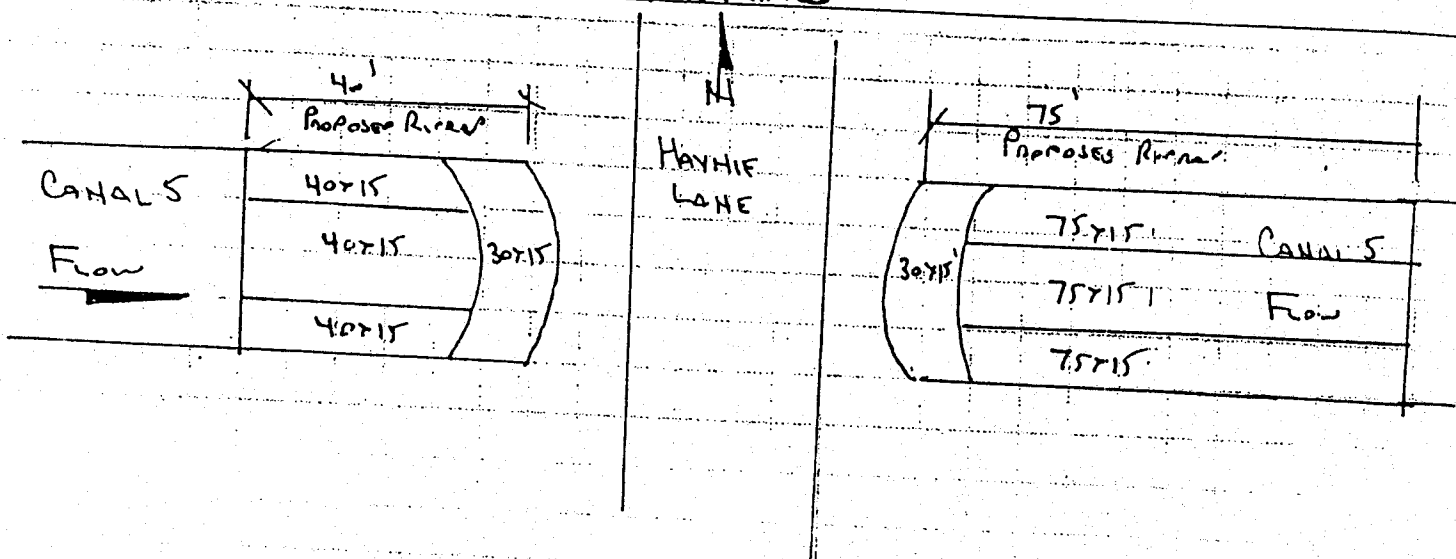
MURRAY LOGAN CONSTRUCTION, INC.
General Contractors

313 65th TRAIL NORTH • W. PALM BEACH, FL 33413
PH: (561) 686-3948 • FAX: (561) 686-7465

DATE 1/18/07

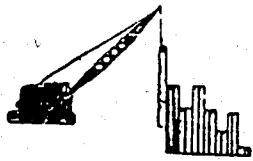
PAGE _____ OF _____ P

PROJECT CANAL 5 - HAYNIE LAKE ROCK RIMMED



QUANTITIES

	<u>EST</u>	<u>ACTUAL</u>
CLM	12,000 SF	10,500 SF
ROCK	500 TONS	480 TONS
SOD	2,000 SF	3,000 SF



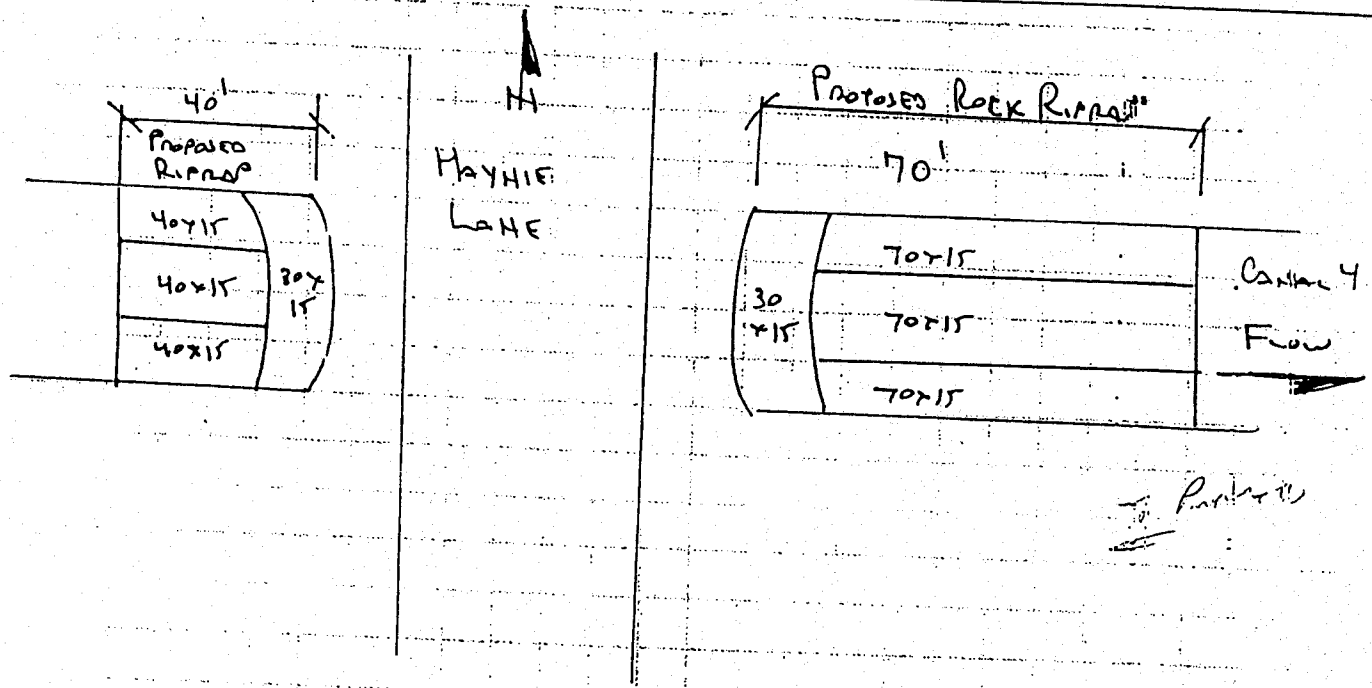
MURRAY LOGAN CONSTRUCTION, INC.
General Contractors

313 65th TRAIL NORTH • W. PALM BEACH, FL 33413
PH: (561) 686-3948 • FAX: (561) 686-7465

DATE 1/8/07

PAGE _____ OF _____ F

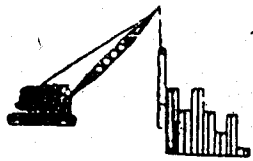
PROJECT Canal 4 - Haynie Lane Rock Revetment



Quantities

	<u>EST</u>	<u>Actual</u>
CLOTH	11,000 SF	8,585 SF
Rock	500 TONS	480 TONS
Soa	1,500 SF	1,500 SF





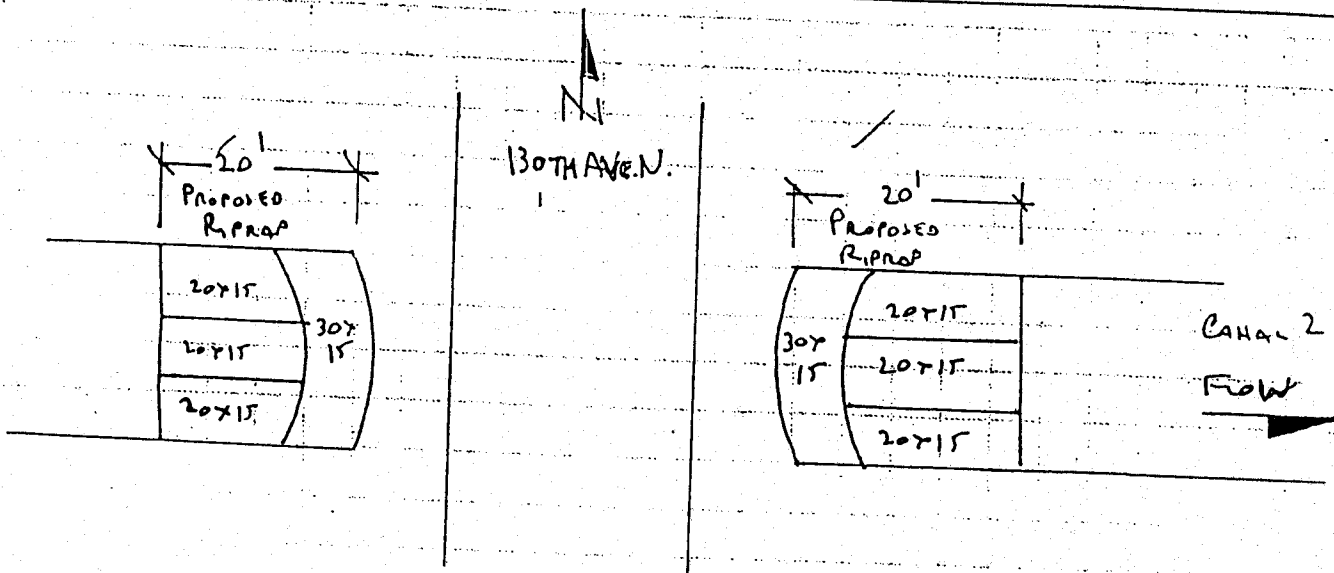
MURRAY LOGAN CONSTRUCTION, INC.
General Contractors

313 65th TRAIL NORTH • W. PALM BEACH, FL 33413
PH: (561) 686-3948 • FAX: (561) 686-7465

DATE 1/8/07

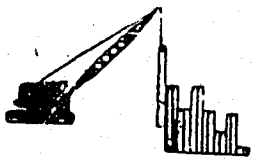
PAGE _____ OF _____ P.

PROJECT Canal 2 @ 130th Av. N, Rock Revetment



QUANTITIES

	<u>EST</u>	<u>ACTUAL</u>
Clom	5,000 SF	3,180 SF
Rock	220 TON	216 TON
Soo	1,500 SF	1,500 SF



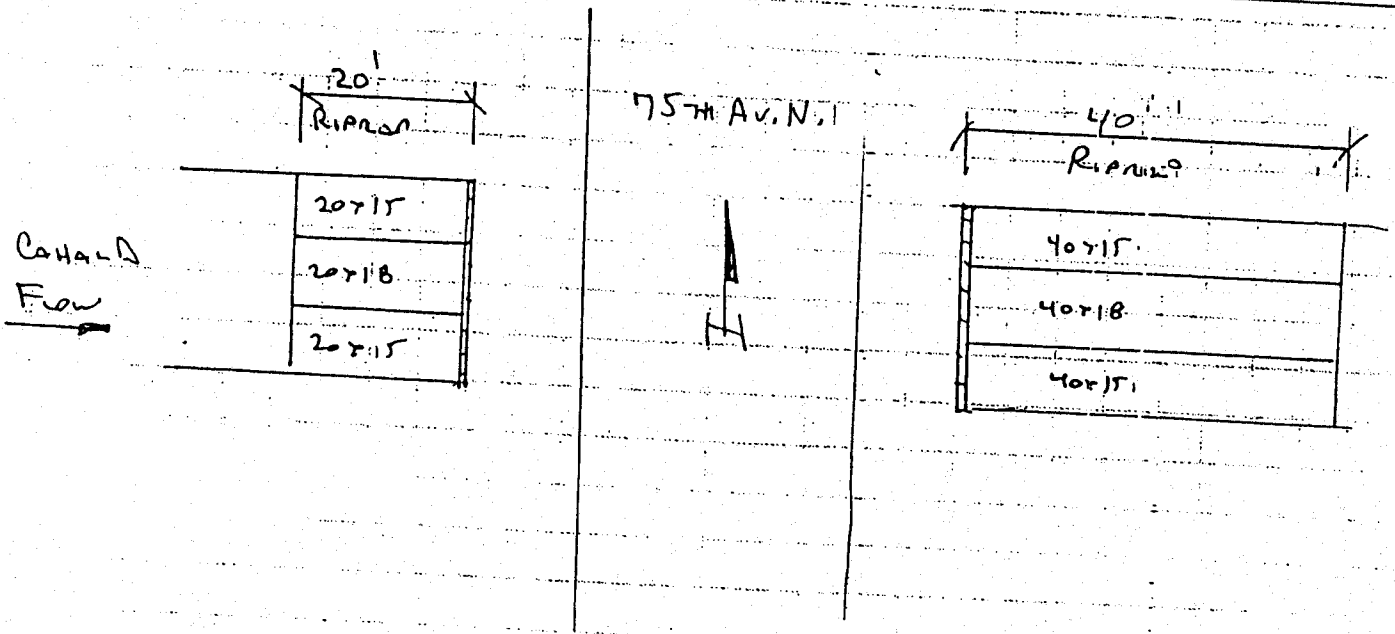
MURRAY LOGAN CONSTRUCTION, INC.
General Contractors

313 65th TRAIL NORTH • W. PALM BEACH, FL 33413
PH: (561) 686-3948 • FAX: (561) 686-7465

DATE 1/8/07

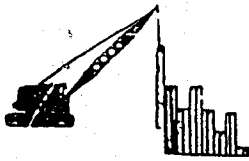
PAGE _____ OF _____ P

PROJECT Canal D & 75th Av. N. Rock Runar



QUANTITIES

	<u>EST</u>	<u>Actual</u>
CLOM	4000 SF	4500 SF
Rock	240 TONS	260 TONS
SOD	1500 SF	1500 SF



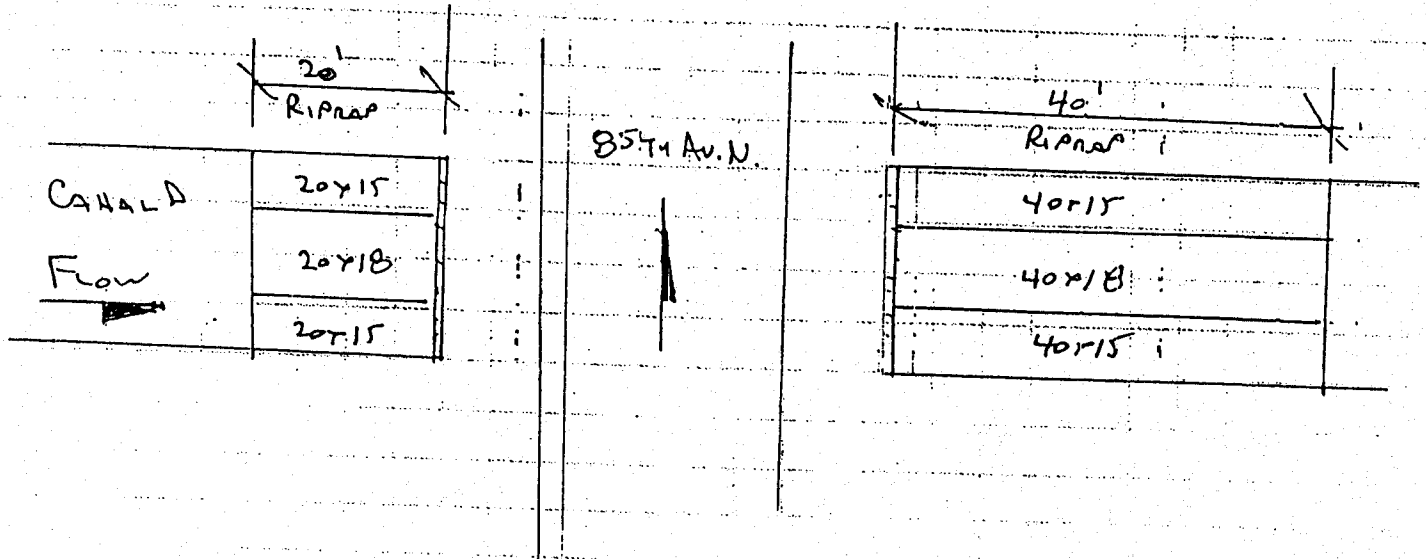
MURRAY LOGAN CONSTRUCTION, INC.
 General Contractors

313 65th TRAIL NORTH • W. PALM BEACH, FL 33413
 PH: (561) 686-3948 • FAX: (561) 686-7465

DATE 1/8/02

PAGE 1 OF 1 PAG

PROJECT Canon D - 85th Av. N.



QUANTITIES

	<u>EST</u>	<u>ACTUAL</u>
Cloth	4000 SF	4710 SF
Rock	240 TONS	280 TONS
Sod	1,500 SF	1,500 SF

South Indian River Water Control District
NRCS Wilma Rock Riprap Work
Summary of Additional Work
5/2/2007

Page 1 of 2

<u>Site No.</u>	<u>Location</u>	<u>Amount</u>
26	Canal 6 & 115th Ave. North	\$20,742.50
27	Canal 5 & 133 Terrace North	\$46,278.50
28	Canal 3 & Brian Way	\$11,695.00
29	Canal 2 & Mellen Lane	\$43,572.50
30	Canal 1 & Alexander Run	\$52,348.50
31	Canal 5 & 110th Ave. North	\$49,467.00
32	Canal 5 & Haynie Lane	\$56,205.00
33	Canal 4 & Haynie Lane	\$54,976.25
34	Canal 2 & 130th Ave. North	\$24,981.00
35	Canal D & 75th Ave. North	\$30,085.00
36	Canal D & 85th Ave. North	\$32,307.50
37	Misc. Debris Removal	\$23,556.00
	Page Total	\$446,214.75

South Indian River Water Control District
NRCS Wilma Rock Riprap Work
Summary of Additional Work
5/2/2007

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	Site 26 Rock	180	Tons	\$108.50	\$19,530.00
2	Site 26 Geotextile	2850	SF	\$0.25	\$712.50
3	Site 26 Sod	1000	SF	\$0.50	\$500.00
4	Site 27 Rock	396	Tons	\$108.50	\$42,966.00
5	Site 27 Geotextile	8250	SF	\$0.25	\$2,062.50
6	Site 27 Sod	2500	SF	\$0.50	\$1,250.00
7	Site 28 Rock	100	Tons	\$108.50	\$10,850.00
8	Site 28 Geotextile	1380	SF	\$0.25	\$345.00
9	Site 28 Sod	1000	SF	\$0.50	\$500.00
10	Site 29 Rock	380	Tons	\$108.50	\$41,230.00
11	Site 29 Geotextile	5370	SF	\$0.25	\$1,342.50
12	Site 29 Sod	2000	SF	\$0.50	\$1,000.00
13	Site 30 Rock	456	Tons	\$108.50	\$49,476.00
14	Site 30 Geotextile	8490	SF	\$0.25	\$2,122.50
15	Site 30 Sod	1500	SF	\$0.50	\$750.00
16	Site 31 Rock	432	Tons	\$108.50	\$46,872.00
17	Site 31 Geotextile	7380	SF	\$0.25	\$1,845.00
18	Site 31 Sod	1500	SF	\$0.50	\$750.00
19	Site 32 Rock	480	Tons	\$108.50	\$52,080.00
20	Site 32 Geotextile	10500	SF	\$0.25	\$2,625.00
21	Site 32 Sod	3000	SF	\$0.50	\$1,500.00
22	Site 33 Rock	480	Tons	\$108.50	\$52,080.00
23	Site 33 Geotextile	8585	SF	\$0.25	\$2,146.25
24	Site 33 Sod	1500	SF	\$0.50	\$750.00
25	Site 34 Rock	216	Tons	\$108.50	\$23,436.00
26	Site 34 Geotextile	3180	SF	\$0.25	\$795.00
27	Site 34 Sod	1500	SF	\$0.50	\$750.00
28	Site 35 Rock	260	Tons	\$108.50	\$28,210.00
29	Site 35 Geotextile	4500	SF	\$0.25	\$1,125.00
30	Site 35 Sod	1500	SF	\$0.50	\$750.00
31	Site 36 Rock	280	Tons	\$108.50	\$30,380.00
32	Site 36 Geotextile	4710	SF	\$0.25	\$1,177.50
33	Site 36 Sod	1500	SF	\$0.50	\$750.00
34	Misc. Debris Removal	1	LS	\$23,556.00	\$23,556.00
Page Total					\$446,214.75

South Indian River Water Control District
NRCS Wilma Rock Riprap Work
Misc. Debris Removal
5/2/2007

Site 9 Canal 4 and 105th Rd.

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
11/14/2006	Dump Truck		6 Hours	\$45.00	\$270.00
11/14/2006	Tree Disposal		6 Loads	\$108.00	\$648.00
	Markup on Disposal		15 %	\$648.00	\$97.20

Site 11 Canal 4 and Alexander

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
11/14/2006	Dump Truck		1 Hours	\$45.00	\$45.00
11/14/2006	Tree Disposal		1 Loads	\$108.00	\$108.00
	Markup on Disposal		15 %	\$108.00	\$16.20

Site 19 Mack Dairy Road

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
11/30/2006	Supervisor		10 Hours	\$40.00	\$400.00
	Labor		18 Hours	\$24.00	\$432.00
	Pickup Truck		10 Hours	\$15.00	\$150.00
	Loader		9 Hours	\$80.00	\$720.00
	Dump Truck		8 Hours	\$45.00	\$360.00
	Tree Disposal		7 Loads	\$108.00	\$756.00
	Markup on Disposal		15 %	\$756.00	\$113.40

Site 10, 15, 16 and 25

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
11/31/06	Supervisor		10 Hours	\$40.00	\$400.00
	Labor		18 Hours	\$24.00	\$432.00
	Pickup Truck		8 Hours	\$15.00	\$120.00
	Loader		9 Hours	\$80.00	\$720.00
	Dump Truck		8 Hours	\$45.00	\$360.00
	Tree Disposal		4 Loads	\$108.00	\$432.00
	Concrete Disposal		1 Loads	\$100.00	\$100.00
	Markup on Disposal		15 %	\$532.00	\$79.80

Mack Dairy Road Canal

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
12/1/2006	Supervisor	21	Hours	\$40.00	\$840.00
	Labor	18	Hours	\$24.00	\$432.00
	Pickup Truck	10	Hours	\$15.00	\$150.00
	Loader	9	Hours	\$80.00	\$720.00
	Dump Truck	8	Hours	\$45.00	\$360.00
	Tree Disposal	4	Loads	\$108.00	\$432.00
	Markup on Disposal	15 %		\$432.00	\$64.80

Canal 3 East of Jupiter Farms Road (Approx. 5 Lots East)

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
12/4 & 12/5	Supervisor	20	Hours	\$40.00	\$800.00
	Labor	40	Hours	\$24.00	\$960.00
	Pickup Truck	20	Hours	\$15.00	\$300.00
	Loader	20	Hours	\$80.00	\$1,600.00
	Dump Truck	10	Hours	\$45.00	\$450.00
	Tree Disposal	3	Loads	\$108.00	\$324.00
	Markup on Disposal	15 %		\$324.00	\$48.60

Canal 2 and 130th

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
4/9 & 4/10	Supervisor	20	Hours	\$40.00	\$800.00
	Labor	60	Hours	\$24.00	\$1,440.00
	Pickup Truck	20	Hours	\$15.00	\$300.00
	Loader	20	Hours	\$80.00	\$1,600.00

Mack Dairy Road

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
4/11, 4/12	Supervisor	25	Hours	\$40.00	\$1,000.00
4/13/2007	Labor	75	Hours	\$24.00	\$1,800.00
	Pickup Truck	25	Hours	\$15.00	\$375.00
	Loader	25	Hours	\$80.00	\$2,000.00

Total Misc. Debris Removal

\$23,556.00
=====

Invoice	Invoice Date	Due Date	Description	Discount Amount	Amount to Pay
3799	1/5/2007	2/4/2007	Rock Rip-Rap Wilma	\$0.00	\$441,383.75

Total: \$0.00 \$441,383.7

LMP117 Laser Multipurpose Check

51N321 (7/05) 524222

Jan 2007

Murray Logan Construction

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

ACCOUNT	AMOUNT	APPROVAL
110-538	\$ 441,383. ⁷⁵	INVOICE REVIEWED <i>[Signature]</i> SECRETARY
54900		AUTHORIZED SIGNATURE <i>[Signature]</i> SUPERINTENDENT/ ENGINEER
		DATE ENTERED <i>PAID</i>
		VOUCHER # _____

Murray Logan Construction, Inc.
 313- 65th Trail North
 West Palm Beach, FL 33413

Invoice ID: 3799
 Invoice Date: 01-05-2007
 Customer ID: SIRWCD

To:
 SOUTH INDIAN WATER CONTROL DIS
 15600 JUPITER FARMS ROAD
 JUPITER, FL 33478

Job Location:
 S.I.R.W.C.D. WILMA CLEARING &
 ROCK WORK
 BILLING THROUGH DEC. 2006
 M.L.C.I. JOB NO. 06-360

South Indian River Water Control District
NRCS Wilma Rock Riprap Work
Rock Work Invoice No. 3

Page 1 of 2

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	Site 1 Rock	280	Tons	\$108.50	\$30,380.00
2	Site 1 Geotextile	6005	SF	\$0.25	\$1,501.25
3	Site 1 Sod	11464	SF	\$0.50	\$5,732.00
4	Site 2 Rock	440	Tons	\$108.50	\$47,740.00
5	Site 2 Geotextile	11577	SF	\$0.25	\$2,894.25
6	Site 2 Sod	7040	SF	\$0.50	\$3,520.00
7	Site 3 Rock	440	Tons	\$108.50	\$47,740.00
8	Site 3 Geotextile	10620	SF	\$0.25	\$2,655.00
9	Site 3 Sod	12260	SF	\$0.50	\$6,130.00
10	Site 4 Rock	320	Tons	\$108.50	\$34,720.00
11	Site 4 Geotextile	10040	SF	\$0.25	\$2,510.00
12	Site 4 Sod	1430	SF	\$0.50	\$715.00
13	Site 5 Rock	380	Tons	\$108.50	\$41,230.00
14	Site 5 Geotextile	11394	SF	\$0.25	\$2,848.50
15	Site 5 Sod	1470	SF	\$0.50	\$735.00
16	Site 6 Rock	220	Tons	\$108.50	\$23,870.00
17	Site 6 Geotextile	3000	SF	\$0.25	\$750.00
18	Site 6 Sod	780	SF	\$0.50	\$390.00
19	Site 7 Rock	270	Tons	\$108.50	\$29,295.00
20	Site 7 Geotextile	4000	SF	\$0.25	\$1,000.00
21	Site 7 Sod	1530	SF	\$0.50	\$765.00
22	Site 8 Rock	260	Tons	\$108.50	\$28,210.00
23	Site 8 Geotextile	4105	SF	\$0.25	\$1,026.25
24	Site 8 Sod	1090	SF	\$0.50	\$545.00
25	Site 9 Rock	300	Tons	\$108.50	\$32,550.00
26	Site 9 Geotextile	4000	SF	\$0.25	\$1,000.00
27	Site 9 Sod	1460	SF	\$0.50	\$730.00
28	Site 10 Rock	240	Tons	\$108.50	\$26,040.00
29	Site 10 Geotextile	3500	SF	\$0.25	\$875.00
30	Site 10 Sod	1200	SF	\$0.50	\$600.00
31	Site 11 Rock	240	Tons	\$108.50	\$26,040.00
32	Site 11 Geotextile	3500	SF	\$0.25	\$875.00
33	Site 11 Sod	941	SF	\$0.50	\$470.50
34	Site 12 Rock	190	Tons	\$108.50	\$20,615.00
35	Site 12 Geotextile	3000	SF	\$0.25	\$750.00
36	Site 12 Sod	3318	SF	\$0.50	\$1,659.00
37	Site 13 Rock	260	Tons	\$108.50	\$28,210.00
38	Site 13 Geotextile	3207	SF	\$0.25	\$801.75
39	Site 13 Sod	2000	SF	\$0.50	\$1,000.00
40	Site 14 Rock	240	Tons	\$108.50	\$26,040.00
41	Site 14 Geotextile	4061	SF	\$0.25	\$1,015.25
42	Site 14 Sod	2000	SF	\$0.50	\$1,000.00

Site 4
 R. Sidings
 \$27515

1/13/07

Page Total

\$487,173.75

Rock Work Invoice No. 3

Item	Description	Units	Unit of Measure	Unit Price	Amount
43	Site 15 Rock	300	Tons	\$108.50	\$32,550.00
44	Site 15 Geotextile	4445	SF	\$0.25	\$1,111.25
45	Site 15 Sod	1305	SF	\$0.50	\$652.50
46	Site 16 Rock	260	Tons	\$108.50	\$28,210.00
47	Site 16 Geotextile	3750	SF	\$0.25	\$937.50
48	Site 16 Sod	986	SF	\$0.50	\$493.00
49	Site 17 Rock	240	Tons	\$108.50	\$26,040.00
50	Site 17 Geotextile	4061	SF	\$0.25	\$1,015.25
51	Site 17 Sod	1923	SF	\$0.50	\$961.50
52	Site 18 Rock	200	Tons	\$108.50	\$21,700.00
53	Site 18 Geotextile	2890	SF	\$0.25	\$722.50
54	Site 18 Sod	495	SF	\$0.50	\$247.50
55	Site 19 Rock	200	Tons	\$108.50	\$21,700.00
56	Site 19 Geotextile	3500	SF	\$0.25	\$875.00
57	Site 19 Sod	635	SF	\$0.50	\$317.50
58	Site 20 Rock	180	Tons	\$108.50	\$19,530.00
59	Site 20 Geotextile	3035	SF	\$0.25	\$758.75
60	Site 20 Sod	590	SF	\$0.50	\$295.00
61	Site 21A Rock	120	Tons	\$108.50	\$13,020.00
62	Site 21A Geotextile	2000	SF	\$0.25	\$500.00
63	Site 21A Sod	480	SF	\$0.50	\$240.00
64	Site 21C Rock	130	Tons	\$108.50	\$14,105.00
65	Site 21C Geotextile	2000	SF	\$0.25	\$500.00
66	Site 21C Sod	385	SF	\$0.50	\$192.50
67	Site 21D Rock	110	Tons	\$108.50	\$11,935.00
68	Site 21D Geotextile	2000	SF	\$0.25	\$500.00
69	Site 21D Sod	380	SF	\$0.50	\$190.00
70	Site 21E Rock	120	Tons	\$108.50	\$13,020.00
71	Site 21E Geotextile	2000	SF	\$0.25	\$500.00
72	Site 21E Sod	455	SF	\$0.50	\$227.50
73	Site 22 Rock	642	Tons	\$108.50	\$69,657.00
74	Site 22 Geotextile	12100	SF	\$0.25	\$3,046.25
75	Site 22 Sod	2008	SF	\$0.50	\$1,004.00
76	Site 22 Seed & Mulch	12840	SF	\$0.15	\$1,926.00
77	Site 23 Rock	448	Tons	\$108.50	\$48,608.00
78	Site 23 Geotextile	9327	SF	\$0.25	\$2,331.75
79	Site 23 Sod	1508	SF	\$0.50	\$754.00
80	Site 24 Rock	367	Tons	\$108.50	\$39,819.50
81	Site 24 Geotextile	5426	SF	\$0.25	\$1,356.50
82	Site 24 Sod	2170	SF	\$0.50	\$1,085.00
83	Site 24 Seed & Mulch	19800	SF	\$0.15	\$2,970.00

Page 2 Total \$385,605.25
 Page 1 Total \$487,173.75
 Total Rock Work Complete \$872,779.00
 Less Prior Rock Work Billed \$431,395.25
 Amount Due This Invoice **\$441,383.75**

3.0
 3.0

200
 200

CK
15546

SOUTH INDIAN RIVER
WATER CONTROL DISTRICT
15600 JUPITER FARMS ROAD
JUPITER, FL 33478

WACHOVIA BANK, N.A.
JUPITER, FL 33477
63-643/670

1

****Four Hundred Forty One Thousand Three Hundred Eighty Three and 75/100 Dollars

DATE
1/18/2007

AMOUNT
\$441,383.75

PAY
TO THE
ORDER
OF

Murray Logan Construction, Inc
313 65th Trail North
West Palm Beach, FL 33413

J.A. Powell

AUTHORIZED SIGNATURE

⑈015546⑈ ⑆067006432⑆2159229755098⑈

⑈004413837

SUNTRUST ORL 01222007
ORLANDO, FL
2630-000
JAN 22 2007
170035140

1029 87414

FL CYCLE: 0040 PKT: 6
DDACYC 01222007

FOR DEPOSIT ONLY
MURRAY LOGAN CONSTRUCTION, INC.
039102200701

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer**

BGEX 121008-723

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/10/08	REMAINING BALANCE
<u>STORM DMG.DRAIN.EASE.CUL.OUTFALL JUPITER</u>								
3500-361-1208-8101	Contributions Othr Govtl Agency	0	0	257,506	0	257,506	0	257,506
<u>RESERVES-ROAD PROGRAM SWEEPS</u>								
3500-361-9997-9901	Contingency Reserves	12,696,243	5,806,887	<u>0</u>	<u>257,506</u>	5,549,381		
				257,506	257,506			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 02/03/09

Engineering & Public Works

_____  _____

_____ 12/17/08 _____

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners