

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: March 17, 2009

(X) Consent

() Regular

() Workshop

() Public Hearing

Department

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 1666-02 to Palm Beach County Annual Dune & Wetlands Restoration Project No. 2008ERM02 (R2008-1666) with Eastman Aggregates Enterprises, LLC (Eastman) (Primary) in the amount of \$261,118 to provide restoration services for the Lake Ida Restoration Project.

Summary: The BCC approved the Palm Beach County Annual Dune & Wetlands Restoration Project No. 2008ERM02 (R2008-1666) on September 9, 2008. Work Order No. 1666-02 is the second of two work orders, which authorizes Eastman to complete the excavation portion associated with the Lake Ida Restoration Project. The overall \$880,000 project is funded by grants from the Florida Fish and Wildlife Conservation Commission, \$400,000 (R2008-1661), Chain of Lakes Partnership Grant Program, \$240,000 (R2008-0783) and Vessel Registration Fees. There is 19% Small Business and Minority Business Enterprise (SBE-MBE) subcontractor participation on this Work Order. Eastman committed to an overall 16.14% SBE-MBE participation in the Contract. Eastman has achieved 33.37% cumulative SBE-MBE participation on the Contract. District 3 (JM)

Background and Justification: The Lake Ida Restoration Project provides five acres of wetland and fisheries habitat restoration within Palm Beach County's Lake Ida Park. In accordance with the approved State of the Lakes Management Plan for the Chain of Lakes, the project entails removing non-native plants, excavating muck and sand sediments, and planting native vegetation to provide bird and fisheries habitat. The work also includes installing shoreline stabilization and public access features. This Work Order (1666-02) will cover excavation activities. Other components of this restoration such as the clearing and planting will be covered by contractors under annual agreements with the County.

Attachments:

1. Work Order No.1666-02 with Contract History
2. Contract and Bid Schedule

Recommended by:

Richard E. Wahlenby
Department Director

2/20/09
Date

Approved by:

J. W. ...
County Administrator

3/4/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Operating Costs	<u>261,118</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
External Revenues	<u>(261,118)</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Program Income (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
In-Kind Match (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET FISCAL IMPACT	<u> ϕ </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes X No
Budget Account No.: Fund 3900 Department 381 Unit E111 Object 3401
Feasibility Study Revenue: 3900 381 E111 Rev 3439
 Program

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

FFWCC Grant #08029: \$261,118

C. Department Fiscal Review:

JP

III. REVIEW COMMENTS

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

OFMB *3-2-09*
 Contract Development and Control *3/3/09*

B. Legal Sufficiency:

3/4/09
 Assistant County Attorney

This item complies with current
 County policies.

C. Other Department Review:

Department Director

WORK ORDER
ANNUAL CONTRACT

PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration Project
PROJECT NO. 2008ERM02 RESOLUTION #: R2008-1666

DEPARTMENT: ENVIRONMENTAL RESOURCES MANAGEMENT

WORK ORDER LOCATION/NAME: Lake Ida Restoration Project

WORK ORDER NO.: 1666-02 DISTRICT #: District 3

BUDGET LINE ITEM: 3900-381-E111-6504
[Fiscal approval of Budget Availability: _____]

TO: Eastman Aggregates Enterprises, LLC
3705 Bellevue Avenue
Lake Worth, Florida 33461

In accordance with the terms of your Contract dated September 23, 2008, you are directed to provide the following supplies and services: Dewater the central pond at Lake Ida Park and excavate three areas to design elevations (24,300 cy); transport material on-site to stockpile and dewater; load material for offsite transport; transport excavated material (1st ton mile); transport material additional 9.5 miles ton miles to off-site location; site and material grade (33,950 cy); remove debris (200 tons); maintenance and traffic control; supply, deliver and install sod (2,500 yd²); and repair/replace irrigation (300 lf).

The above work shall be performed at: Palm Beach County Lake Ida Park, in accordance with the attached Plans and South Florida Water Management District Notice General Permit No. 50-08854-P.

This Work is funded in part or in whole by: Florida Fish and Wildlife Conservation Commission.

Commencing: Upon written Notice to Proceed and shall be substantially completed within sixty (60) calendar days of the Commencement Date.

The amount of Liquidated Damages for this work order is: \$690/day.

Progress Payment Retainage shall be held in the amount of five percent (5%) of the Total Complete.

The total amount of this Work Order, at the contract prices, shall not exceed \$261,118 as identified in attached proposal, dated February 10, 2009.

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
John F. Koons, Chairman

ATTEST:
Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

DATE: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: Richard E. Walesky

Richard E. Walesky, Director
Dept. of Environmental Resources Management

CONTRACTOR AFFIDAVIT AND RECEIPT OF WORK ORDER:

Having carefully examined the Work Order documents, including its attachments and Plans, for the above-referenced Project, as well as the premises and conditions affecting the Work, and confirming that the site(s) was/were visited, as required, by

Bernard Eastman on September 30, 2008
(Name of Person) (Date)

the undersigned hereby declares that we have carefully and to our full satisfaction examined the Work Order documents, and that we have made a full examination of the location of the proposed Work and the source of supply of materials. Please indicate your receipt of this Work Order by signing and returning two originals.

BY 

Bernard Eastman
Name

Managing Member
Title

Eastman Aggregate Enterprises, LLC
Contractor Name

cc: Finance
Contract Development and Control
ERM FSS

EASTMAN AGGREGATE ENTERPRISES, LLC
3705 BELLEVUE AVE
Lake Worth, FL 33461

OFFICE: 561-969-7147 FAX: 561-434-3477

SITE CONSTRUCTION & DEVELOPMENT
TRUCKING - AGGREGATES

2/10/2009

DEPT. OF ENVIRONMENTAL RESOURCES MGMT.
 2300 NORTH JOG ROAD, 4TH FLOOR
 WEST PALM BEACH, FL 33411
 ATT: CAROLYN BEISNER

PROJECT NAME: LAKE IDA WETLAND RESTORATION

<u>JOB AS OUTLINED BELOW</u>	<u>QTY</u>	<u>UNIT</u>	<u>ITEM</u>	<u>PRICE</u>
A DEWATER PUMP AND SETUP	30	DAYS	945.00	28,350.00
B OUTFALL PIPE FOR DEWATERING	30	DAYS	525.00	15,750.00
C EXCAVATION TO GRADE	24,300	C/Y	1.31	31,833.00
D TRANSPORT MATERIAL ON SITE TO STOCK PILE	24,300	C/Y	2.84	69,012.00
E LOADING FOR OFFSITE TRANSPORT	24,300	PER TON	0.68	16,524.00
F TRANSPORT MATERIAL 1ST MILE (1 MILE)	24,300	PER TON	1.05	25,515.00
G TRANSPORT MATERIAL ADDITIONAL MILES (9.5 MILE	230,850	PER TON	0.16	36,936.00
H SITE AND MATERIAL GRADING	33,950	S/Y	0.74	25,123.00
I DEBRIS REMOVAL	200	PER TON	23.10	4620.00
J MAINTENANCE AND TRAFFIC	1	L/S	1575.00	1,575.00
k SUPPLY/DELIVERY AND INSTALLATION OF SOD	2,500	yd2	2.10	5,250.00
L REPAIR/REPLACE IRRIGATION	300	L/F	2.10	630.00
			TOTALPRICE	261,118.00

EXCLUSIONS / CLARIFICATIONS

- 1 SILT FENCE NOT INCLUDED IN PRICING
- 2 TUBIDITY CURTAIN NOT INCLUDED IN PRICING
- FURNISH AND INSTALL OF RIP RAP NOT INCLUDED IN
- 3 PRICING
- 4 PRICING IS BASED ON ESTIMATED QUANTITIES

THIS PROPOSAL IS SUBJECT TO ALL TERMS AND CONDITIONS OF ALL DOCUMENTS HEREOF, AND SHALL
 BECOME A CONTRACT WHEN ACCEPTANCE BELOW IS SIGNED BY AN AUTHORIZED AGENT OF BOTH PARTIES

FOR: EASTMAN AGGREGATES ENTERPRISES, LLC
 DATE: _____

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SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTORS

PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration Project
 NAME OF PRIME BIDDER: Eastman Aggregate Enterprises
 CONTACT PERSON: Benie Eastman
 BID OPENING DATE: _____

PROJECT NO.: 2008ERM02 Work Order 1666-02
 ADDRESS 3705 Bellevue Ave. Lake Worth FL 33461
 PHONE NO: (561) 969-7147 FAX NO: (561) 969-8981
 DEPARTMENT: ERM

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF PRIME AND/OR SUBCONTRACTORS

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. <u>Tru Trucking, Inc.</u> <u>PO Box 1058</u> <u>Loxhatchee, FL</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ _____	\$ <u>49,693.50</u>	\$ _____	\$ _____	\$ _____
2.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(Please use additional sheets if necessary)		Total	\$ _____	\$ <u>49,693.50</u>	\$ _____	\$ _____	\$ _____

Total Bid Price \$ 261,118.00

Total Value of SBE Participation \$ 49,693.50

- NOTE: 1. The amounts listed on this form must be supported by the Subcontractors (and, if applicable, Prime) prices included on Schedule 2 in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or an MWBE. If firms are certified as both an SBE and MWBE, please indicate the dollar amount under the appropriate category.
 3. MWBE information is being collected for tracking purposes only.

SCHEDULE 2

**LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE PRIME OR SUBCONTRACTOR
[MUST BE COMPLETED IN ITS ENTIRETY BY SBE]**

PROJECT NO. 2008ERM02 PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration Project

TO: Eastman Aggregate Enterprises, LLC
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise Minority Business Enterprise

Black Hispanic Women Caucasian Other (Please Specify) _____

Date of Palm Beach County Certification: August 31, 2004

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail, particular work items or parts thereof to be performed):

Line Item No.	Item Description	Qty/Units	Unit Price	Total Price
<u>8a</u>	<u>Transport Delivery - 1st mile</u>	<u>24,300</u>	<u>\$1.00</u>	<u>\$24,300.00</u>
<u>8b</u>	<u>Transport Delivery - odd mile</u>	<u>230,850</u>	<u>.11</u>	<u>\$25,393.50</u>

at the following price \$ 49,693.50
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ 0

The undersigned subcontractor understands that the provision of this form to prime Bidder does not prevent subcontractor from providing quotations to other Bidders.

Tru Trucking, Inc.
(Print name of SBE-M/WBE Subcontractor)

By: Paridad Enriquez
(Signature)
Vice President

Title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 2-10-09

EASTMAN AGGREGATE ENTERPRISES, LLC
3705 BELLEVUE AVENUE
LAKE WORTH, FL 33461
PHONE: (561) 969-7147 FAX: (561) 434-3477

SUBCONTRACTOR LIST:

TRU TRUCKING (SBE-M/WBE)
PO Box 1058
Loxahatchee, FL 33470
(561) 753-6417 Office
(561) 333-9907 Fax

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EASTMAN AGGREGATE ENTERPRISES, LLC
3705 BELLEVUE AVENUE
LAKE WORTH, FL 33461
PHONE: (561) 969-7147 FAX: (561) 434-3477

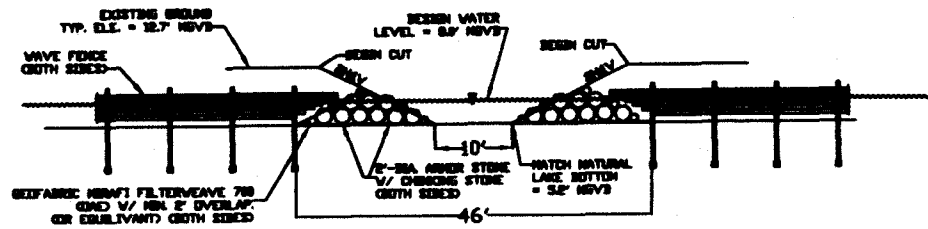
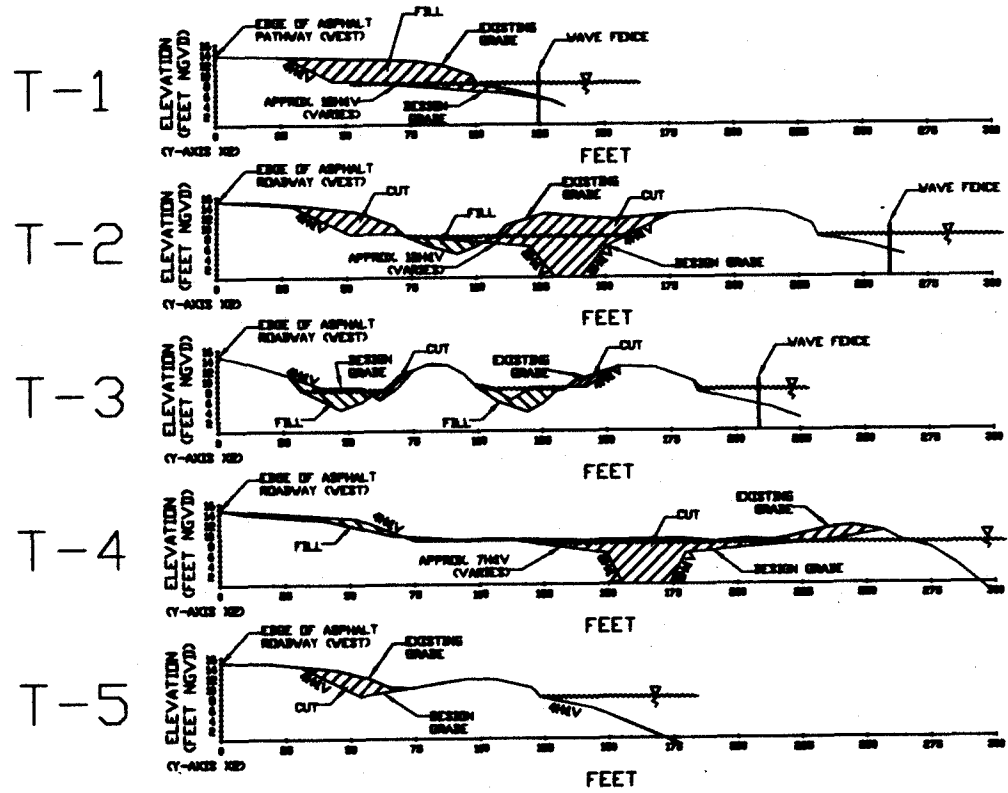
CONSTRUCTION MANAGER:

BERNARD EASTMAN
(561) 719-9146 Cell
(561) 969-7147 Office

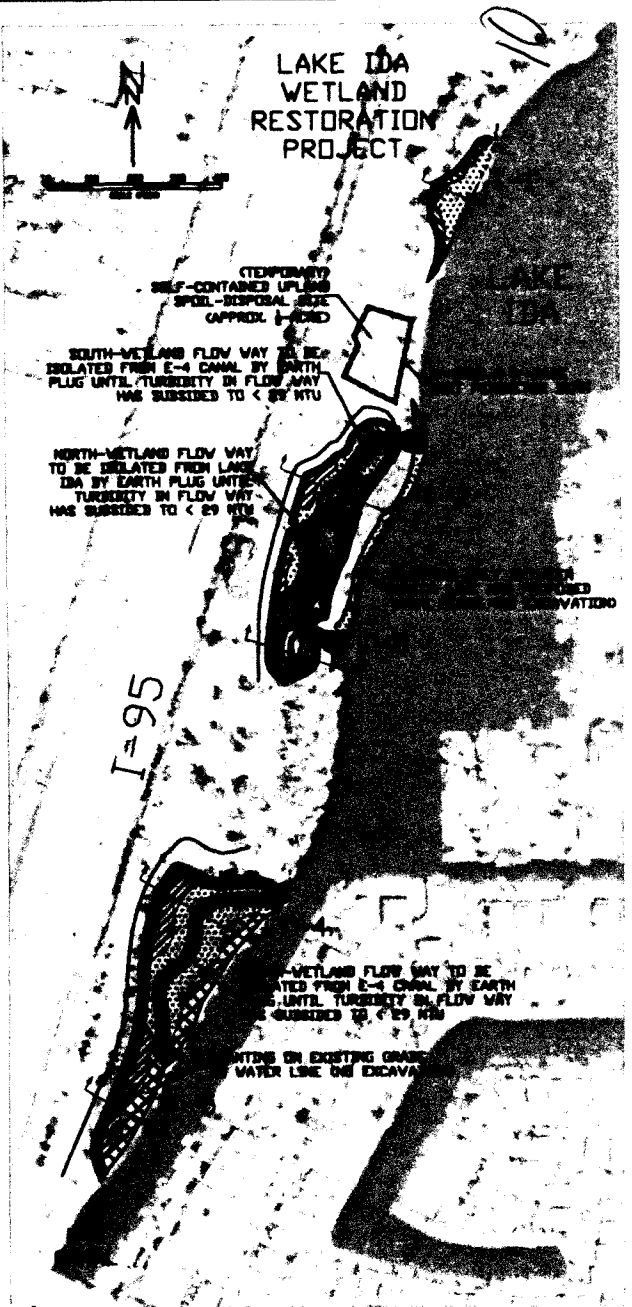
EMERGENCY CONTACT:

BERNARD EASTMAN
(561) 719-9146 Cell
(561) 969-7147 Office

TODD WEIS
(561) 719-9152 Cell
(561) 969-7147 Office



TYPICAL CHANNEL-CUT SECTION WITH JETTY ROCK & WAVE FENCE (10'-WIDE BOTTOM, 3' WATER DEPTH, 24:1V SIDE SLOPE)



SELF-CONTAINED UPLAND SPOIL DISPOSAL SITE (APPROX. 1-ACRE)

SOUTH-WETLAND FLOW WAY TO BE ISOLATED FROM E-4 CANAL BY EARTH PLUG UNTIL TURBIDITY IN FLOW WAY HAS SUBSIDED TO < 20 NTU

NORTH-WETLAND FLOW WAY TO BE ISOLATED FROM LAKE IDA BY EARTH PLUG UNTIL TURBIDITY IN FLOW WAY HAS SUBSIDED TO < 20 NTU

E-WETLAND FLOW WAY TO BE ISOLATED FROM E-4 CANAL BY EARTH PLUG UNTIL TURBIDITY IN FLOW WAY HAS SUBSIDED TO < 20 NTU

WORKING ON EXISTING GRADE WATER LINE ON EXCAVATION

T:\neer\neeger\chain_of_lakes\Lake Ida\CROSS SECTIONS-PLAN 10-1-08.dwg

PALM BEACH COUNTY
 DEPARTMENT OF
ENVIRONMENTAL RESOURCES MANAGEMENT
 6800 POWER AND ROAD, 4th FLOOR
 WEST PALM BEACH, FLORIDA 33411-8748
 (407) 832-3400

PALM BEACH COUNTY
 FLORIDA

DATE	SCALE

CHAIN OF LAKES
 LAKE IDA WETLAND RESTORATION
 PLAN VIEW

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JC

BOND PREMIUM BASED ON
FINAL CONTRACT PRICE

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 4371421

BOND AMOUNT: \$1,500,000.00

CONTRACT AMOUNT: \$ 4,297,454.00

CONTRACTOR'S NAME: Eastman Aggregate Enterprises, LLC

CONTRACTOR'S ADDRESS: 3705 Bellevue Avenue
Lake Worth, FL 33461

CONTRACTOR'S PHONE: 561-969-7147

SURETY COMPANY: SureTech Insurance Company

SURETY'S ADDRESS: 3031 N. Rocky Point Dr. West, Ste 155
Tampa, FL 33607
813-384-4301

OWNER'S NAME: **PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

OWNER'S ADDRESS: **Palm Beach County
c/o Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743**

OWNER'S PHONE: **(561) 233-2400**

DESCRIPTION OF WORK: **Palm Beach County Annual Dune & Wetlands Restoration Project for the restoration of wetland habitats and beach dunes, at the County's discretion through multiple Work Orders, to be issued on an as-needed basis for an initial Contract term of twelve (12) months.
Project No. 2008ERM02**

PROJECT LOCATION: **Multiple project locations at beaches, natural areas and properties.**

BONDING REQUIREMENT: **Additional bonding will be required to maintain the total surety amount equal to the total value of incomplete, executed Work Orders.**

RECEIVED
OCT 29 2008

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners
c/o Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00),

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 9-23, 2008, entered into a contract with the County for

Project Name: Palm Beach County Annual Dune & Wetlands Restoration Project
Project No.: 2008ERM02

Project Description: Palm Beach County Annual Dune & Wetlands Restoration Project for the restoration of wetland habitats and beach dunes, at the County's discretion through multiple Work Orders, to be issued on an as-needed basis for an initial Contract term of twelve (12) months.

Project Location: Multiple project locations at beaches, natural areas and properties. Additional bonding will be required to maintain the total surety amount equal to the total value of incomplete, executed Work Orders.

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated 9-23-, 2008 between Principal and County for the design and construction of the Palm Beach County Annual Dune & Wetlands Restoration Project, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force

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5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverage's and limitations of this instrument.

8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida and not elsewhere.

<p><u><i>Don Eastman</i></u> (witness signature)</p> <p><u>Lisa Eastman</u> (witness name printed)</p> <p><u><i>[Signature]</i></u> (witness signature)</p> <p><u>Lyan Sharky</u> (witness name printed)</p>	<p>Eastman Aggregate Enterprises, LLC Principal (Company Name) (Seal)</p> <p>By: <u><i>[Signature]</i></u> Signature Bernie Eastman Print Name Its: Managing Member Title</p> <p>SureTech Insurance Company Surety (Name) (Seal)</p> <p>By: <u><i>[Signature]</i></u> Signature Robert Barra Print Name Its: Attorney in Fact & Florida Title Resident Agent</p>
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Bond: 4371421

POA #: 910002

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Robert Barra

of Coral Springs, FL its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 9/30/09 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

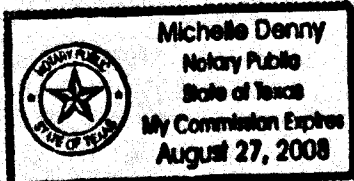
In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.



SURETEC INSURANCE COMPANY
By: [Signature]
B.J. King, President

State of Texas ss:
County of Harris

On this 20th day of June, A.D. 2005 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Michelle Denny, Notary Public
My commission expires August 27, 2008

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 23 day of October, 2008, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



Form #0841
08/95

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
NOTICED GENERAL PERMIT NO. 50-08854-P
DATE ISSUED: November 7, 2008**

508
9
CB

ENV. RES. MGMT.
~~Permitting & Restoration~~
Natural Resources Stewardship
Resources Protection
Mosquito Control
Finance & Support Services
Director
Deputy Director
Other

**PERMITTEE: P.B.C. BOARD OF COUNTY
COMM. DEPT. OF ENVIRO RESOURCES
MGMT.
2300 N. JOG ROAD 4TH FLOOR
WEST PALM BEACH, FL 33411-2743**

PROJECT DESCRIPTION: Habitat restoration at three locations along the shoreline of ~~Lake Ida Park~~ in accordance with the State of Florida DEP State of the Lakes Management and Enhancement Plan for the Chain of Lakes adopted by Palm Beach County. Activities include removing non-native vegetation, removing accumulated muck sediments, creating littoral shelves, planting native wetland vegetation, restoring hardwood wetlands, enhancing water flow to impounded wetlands, installing shoreline stabilization features and constructing a pre-fabricated pedestrian bridge. Overall, the project will provide 2.04 acres of littoral shelf, 0.81 acre of channels and fisheries habitat, and 2.15 acres of hydric hammock wetlands.

PROJECT LOCATION: PALM BEACH COUNTY, SEC 8 TWP 48S RGE 43E

PERMIT DURATION: Five years from the date issued to complete construction of the surface water management system as authorized herein. See attached Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 081008-12, dated October 9, 2008. This action is taken pursuant to Rule 40E-1.803 and Chapter 40E-40 and 40E-400, Florida Administrative Code (F.A.C.).

Based on the information provided, District rules have been adhered to and an Environmental Resource General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 13 General Conditions (See Pages : 2 - 3 of 4),
3. the attached 2 Specific Conditions in section 40E-400.486 (See Pages : 4 - 4 of 4) and
4. the attached 3 Exhibit(s)

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 7th day of November, 2008, in accordance with Section 120.009, Florida Statutes.

BY: Barbara J. Conmy
Barbara J. Conmy
Sr Supv Environmental Analyst
Palm Beach Service Center

Certified mail number 7008 2760 0004 3190 1435

Enclosures

RECEIVED
NOV 20 2008

ENVIRONMENTAL RESOURCES MANAGEMENT

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GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this section are general permit conditions, and shall be applicable to, and are binding upon the permittee for all No Notice and Noticed General Permits in this Chapter. These conditions are enforceable under Part IV of Chapter 373, F.S..
2. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit. A violation of the permit is a suspension or revocation of the permittee's right to conduct such activity under the general permit. The District may begin legal proceedings seeking penalties or other remedies as provided by law for any violation of these conditions.
3. This general permit does not eliminate the necessity to obtain any required federal, State, local and special District authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit. This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit and this Chapter.
4. This general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution in contravention of Florida statutes and District rules.
5. The permittee is hereby advised that Section 253.77, F.S., states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereign lands or other state owned lands.
6. The general permit may be modified, suspended or revoked in accordance with Chapter 120, and Section 373.429, F.S.
7. This permit shall not be transferred to a third party except pursuant to Section 40E-4.351, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located.
8. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to insure conformity with the plans and specifications approved by the permit.
9. The permittee shall maintain any permitted system in accordance with the plans submitted to the District.
10. A permittee's right to conduct a specific noticed activity under this noticed general permit is authorized for a duration of 5 years.
11. Construction, alteration, operation, maintenance, removal and abandonment approved by this general permit shall be conducted in a manner which does not cause violations of State water quality standards, including any antidegradation provisions of Section 62-4.242(1)(a) and (b), 62-4.242(2) and (3), and 62-302.300, F.A.C., and any special standards for outstanding Florida waters and outstanding national resource waters. The permittee shall implement best management practices for erosion, turbidity, and other pollution control to prevent violation of the State water quality standards. Temporary erosion control measures such as sodding, and seeding shall be implemented and shall be maintained on all erodible ground areas prior to and during construction. Permanent erosion control measures such as sodding and

GENERAL CONDITIONS

planting of wetland species shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and other surface waters exists due to the permitted activity. Turbidity barriers shall remain in place and shall be maintained in a functional condition at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

12. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the general permit.
13. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

SPECIFIC CONDITIONS

40E-400.485 GENERAL PERMIT TO THE DEPARTMENT FOR ENVIRONMENTAL RESTORATION OR ENHANCEMENT ACTIVITIES.

1. A project under this general permit shall not significantly impede navigation.
2. All erodible ground areas and slopes disturbed during construction shall be revegetated with sod, mulch, seed, wetland species, or otherwise appropriately stabilized within 72 hours after completion of the activity authorized under this general permit and at any other time as necessary to prevent violations of state water quality standards.

NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a District decision which does or may determine their substantial interests shall file a petition for hearing with the District Clerk within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: 1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or 2) within 14 days of service of an Administrative Order pursuant to Subsection 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of either written notice through mail, or electronic mail, or posting that the District has or intends to take final agency action, or publication of notice that the District has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

Filing Instructions

The Petition must be filed with the Office of the District Clerk of the SFWMD. Filings with the District Clerk may be made by mail, hand-delivery or facsimile. Filings by e-mail will not be accepted. Any person wishing to receive a clerked copy with the date and time stamped must provide an additional copy. A petition for administrative hearing is deemed filed upon receipt during normal business hours by the District Clerk at SFWMD headquarters in West Palm Beach, Florida. Any document received by the office of the SFWMD Clerk after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the SFWMD Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the SFWMD Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. To ensure proper filing, it will be necessary to request the SFWMD's security officer to contact the Clerk's office. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by facsimile must be transmitted to the SFWMD Clerk's Office at (561) 682-6010. Pursuant to Subsections 28-106.104(7), (8) and (9), Fla. Admin. Code, a party who files a document by facsimile represents that the original physically signed document will be retained by that party for the duration of that proceeding and of any subsequent appeal or subsequent proceeding in that cause. Any party who elects to file any document by facsimile shall be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed with the clerk as a result. The filing date for a document filed by facsimile shall be the date the SFWMD Clerk receives the complete document.

Initiation of an Administrative Hearing

Pursuant to Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 and 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other SFWMD identification number, if known.
2. The name, address and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

If the District's Governing Board takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law.

Mediation

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Sections 120.60(3) and 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

40E-4.321 Duration of Permits.

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C., is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. The effective date of the local government's comprehensive plan amendment,
2. The effective date of the local government development order,
3. The date on which the District issues the conceptual approval, or
4. The date on which the District issues a final order pertaining to the resolution of any Section 120.57, F.S., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, the construction phase authorizing construction, removal, alteration or abandonment of a system shall expire five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For an individual or standard general environmental resource permit, the operational phase of the permit is perpetual for operation and maintenance.

(e) For a noticed general permit issued pursuant to Chapter 40E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made by electronic mail at the District's e-Permitting website or in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. The Governing Board takes action on an application for extension of an individual permit, or
2. Staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

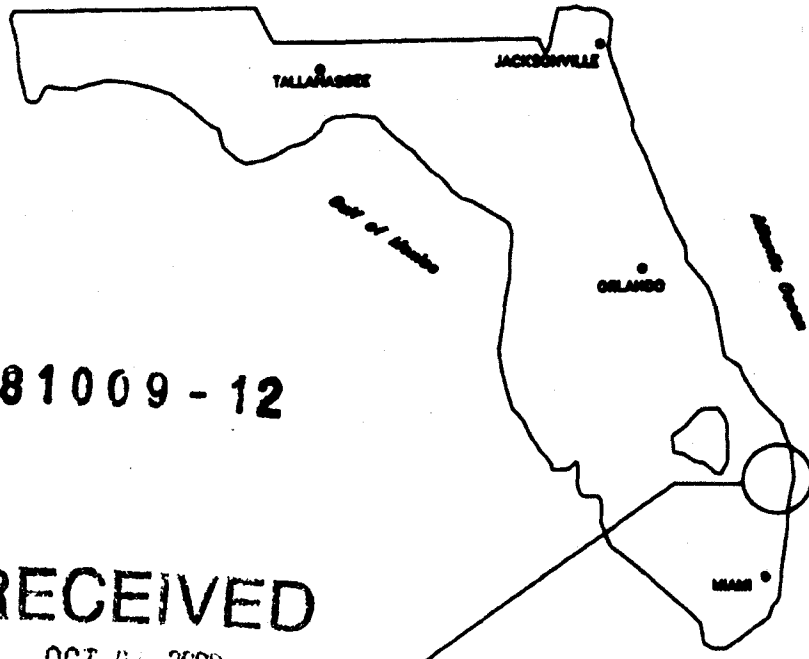
(6) Permit modifications issued pursuant to paragraph 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of the permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

Specific Authority 373.044, 373.113, 668.003, 668.004, 668.50 FS. Law Implemented 373.413, 373.416, 373.419, 373.426, 668.003, 668.004, 668.50 FS. History—New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 18K-4.07(4), Amended 7-1-88, 4-20-94, 10-3-95, 5-28-00, 10-1-06.

22

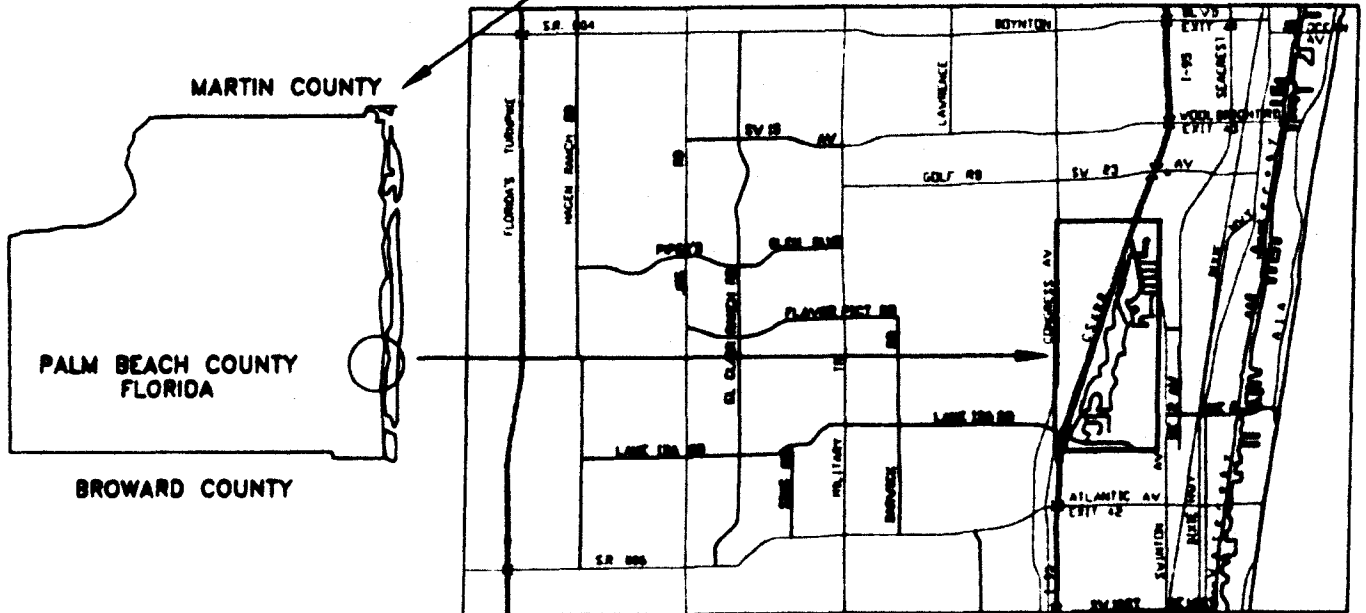
HABITAT RESTORATION MASTER PLAN FOR LAKE IDA



081009-12

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ENV RES REGULATION

Exhibit 1
Application No. 081009-12
Page 1 of 1

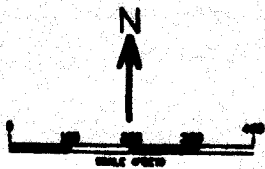


PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL
RESOURCES
MANAGEMENT

HABITAT RESTORATION MASTER PLAN
FOR LAKE IDA
LOCATION MAP

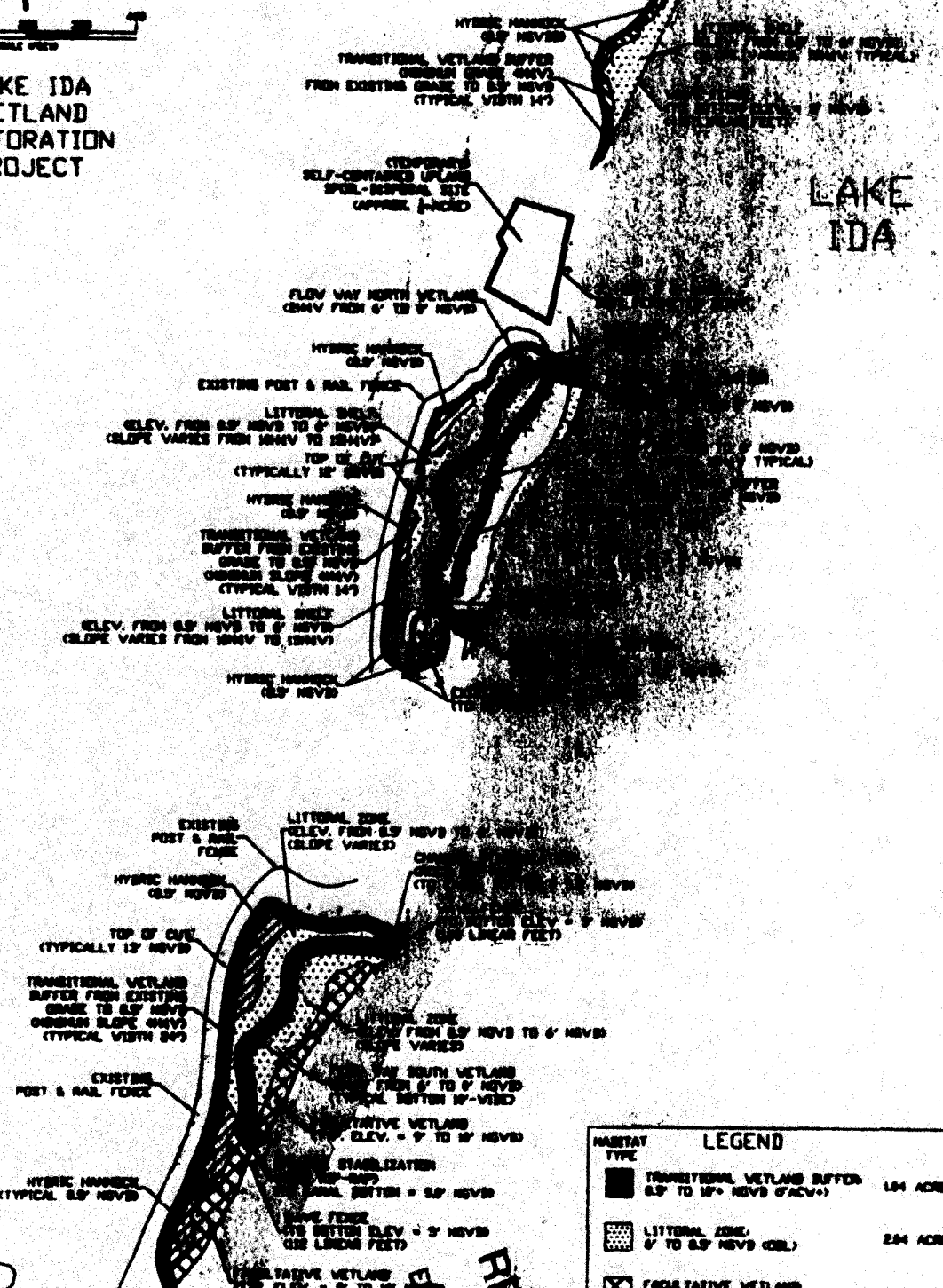
SCALE: AS NOTED
APPROVED: CB
DRAWN: RB
DATE: 09/08

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**LAKE IDA
WETLAND
RESTORATION
PROJECT**

**LAKE
IDA**



HABITAT TYPE	LEGEND	ACRES
[Pattern]	TRANSITIONAL WETLAND BUFFER (0.5' TO 10' NEVD (ACV))	1.04
[Pattern]	LITTORAL ZONE (0' TO 0.5' NEVD (OBL))	2.94
[Pattern]	FACULTATIVE WETLAND (TYP. 0' AC)	0.53
[Pattern]	HYBRIC MARSH (0' TO 0.5' NEVD (OBL))	0.50
[Pattern]	OPEN WATER FLOW WAY (0' TO 0' NEVD)	0.00
TOTAL WAVE FENCE = 1,200 LINEAR FEET		24

I-95

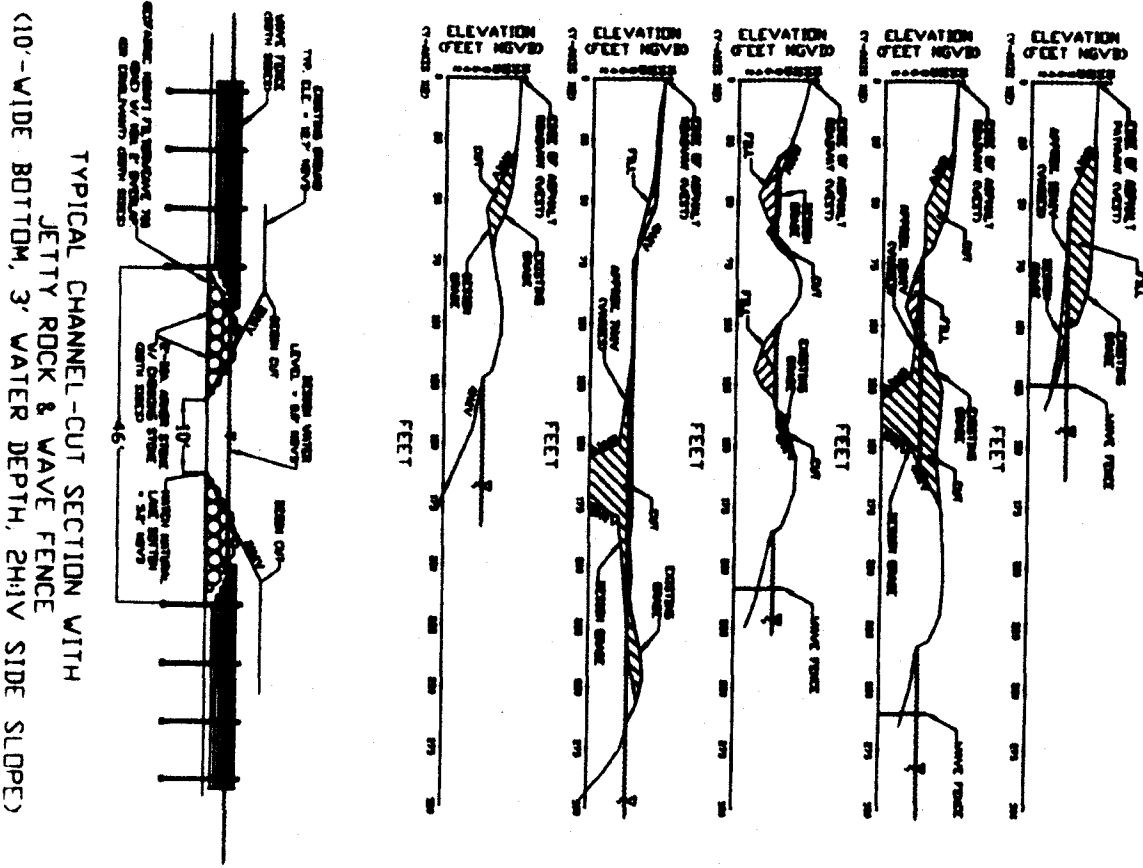
LVD E-4 CANAL

081109-12

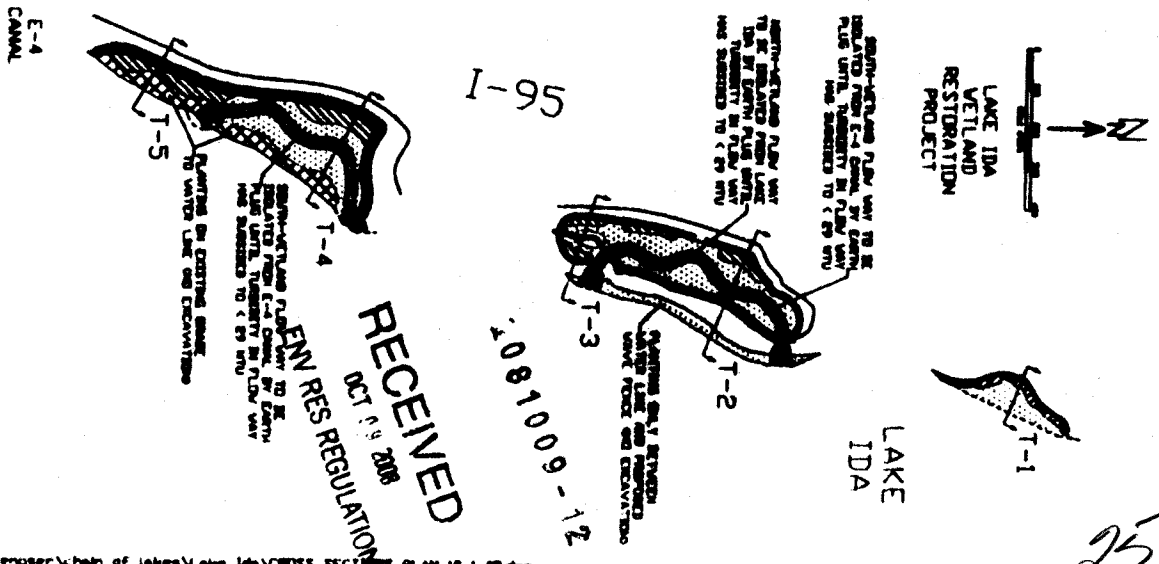
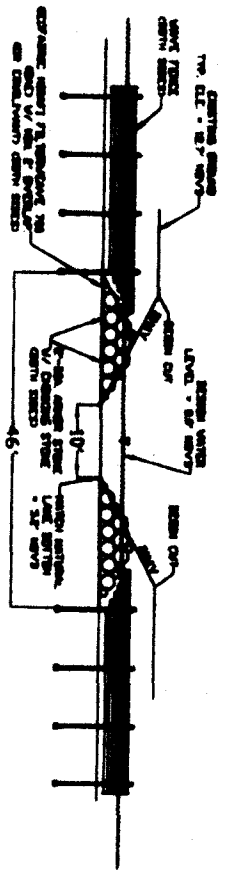
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2	CHAIN OF LAKES LAKE IDA WETLAND RESTORATION PLAN VIEW	DATE: 10/13/95	SCALE: AS SHOWN	PROJECT NO: 081109-12		PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT 6000 NORTH US 1 ROAD, 6TH FLOOR WEST PALM BEACH, FLORIDA 33411-0740 (407) 833-0000
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Exhibit 2
Application No. 061009-12
Page 1 of 3



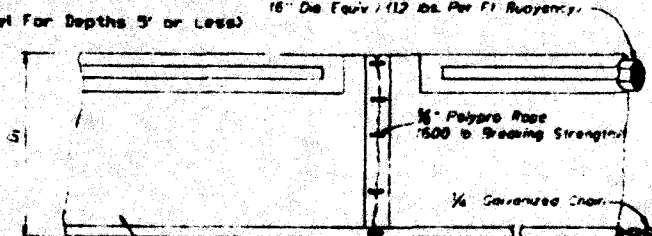
TYPICAL CHANNEL-CUT SECTION WITH
JETTY ROCK & WAVE FENCE
(10'-WIDE BOTTOM, 3' WATER DEPTH, SHIV SIDE SLOPES)



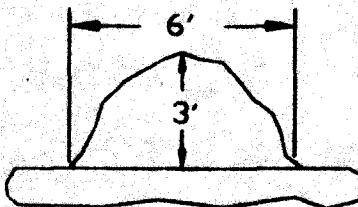
3	CHAIN OF LAKES LAKE IDA WETLAND RESTORATION PLAN VIEW			PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT 8888 NORTH JOE ROAD, 4th FLOOR WEST PALM BEACH, FLORIDA 33411-8748 (561) 838-8488
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Note:
D₁ = 5' Std. (Single Panel For Depths 3' or Less)

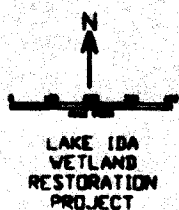
Closed Cell Solid Plastic Foam F flotation
16" Dia Foam / 112 lbs. Per Ft. Buoyancy.



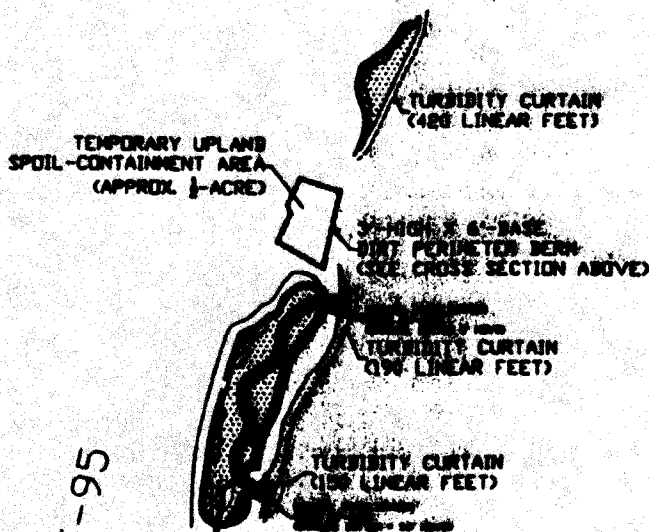
FLOATING TURBIDITY BARRIER - TYPE I
FDOT INDEX NO. 103, PAGE 1 OF 1



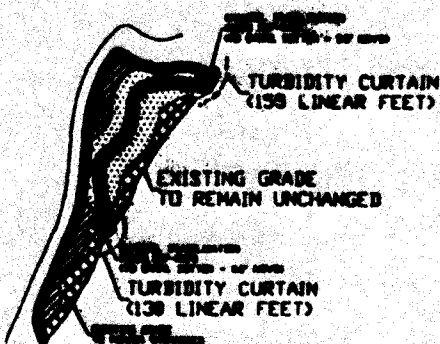
CROSS SECTION OF TEMPORARY-CONTAINMENT-AREA
(DIRT) PERIMETER BERM



LAKE IDA
WETLAND
RESTORATION
PROJECT



LAKE
IDA



TYPE	LEGEND	SCALE
[Symbol]	EXISTING GRADE TO REMAIN UNCHANGED	AS SHOWN
[Symbol]	TEMPORARY UPLAND SPOIL-CONTAINMENT AREA	AS SHOWN
[Symbol]	TURBIDITY CURTAIN	AS SHOWN
[Symbol]	DIRT PERIMETER BERM	AS SHOWN
[Symbol]	EXISTING GRADE TO REMAIN UNCHANGED	AS SHOWN
[Symbol]	TURBIDITY CURTAIN	AS SHOWN
[Symbol]	DIRT PERIMETER BERM	AS SHOWN

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Form 0600
10/95

Please describe the proposed work:

The Lake Ida Wetland Restoration Project is located on the western shore of Lake Ida within Lake Ida Park. Palm Beach County owns the park property and the submerged lands of Lake Ida. The park is located just north of Lake Ida Road immediately east of Interstate 95, in Delray Beach, Palm Beach County. (See location map).

As landowner, Palm Beach County Parks and Recreation Department manages the 189.26 -acre Lake Ida Park which provides public access to the Lake (Sheet 1). In 1991, 1995 and 2006 under NGP 40E-400.485 (#50-04292-P & #50-07277-P) Palm Beach County restored approximately 1,600 ft. of shoreline wetland habitat. In accordance with the County and State approved State of the Lakes Management Plan for the Chain of Lakes, (FDEP Final Order attached) the proposed project is comprised of several restoration and enhancement components which include (Sheet 2): removing non-native vegetation, removing accumulated muck sediments, creating littoral shelves, planting native aquatic vegetation, restoring hardwood wetlands, enhancing water flow to impounded wetlands, installing shoreline stabilization features and a prefabricated pedestrian bridge for public access. Overall, the project will provide 2.04 acres of littoral shelf, 0.81 acres of channels and fisheries habitat, and 2.15 acres of hydric hammock and facultative wetland.

The first component of the project occurs along 400 ft of Lake Ida' northern shoreline and entails the creation of approximately ½ acre of emergent marsh and littoral shelf habitat.

The second component occurs along 600 feet of Lake Ida within an existing two acre pond connected to Lake Ida via an existing small culvert. Approximately 1.72 acres of vegetated wetlands will be created. Layers of anoxic muck and exotic vegetation mats in the pond will be removed to natural sand bottom. Existing non-native trees will be removed and chipped for mulch and the area will be re-planted with a variety of native trees. Elevations in the pond will be contoured to create an open water flow-way with two open-cuts made on the north and south ends of the pond to provide fisheries habitat and fresh water exchange from Lake Ida. The littoral zone will be planted with native aquatic plants. The two cuts will be stabilized with rip-rap to reduce erosion. Excavated material will be removed for off-site upland disposal.

The third component occurs along 700 ft of shoreline along the south end of the park and will create approximately 2.08 acres of vegetated wetlands. A .37 open-water channel will be excavated with two openings to optimize fresh water exchange throughout the wetland. The openings will be stabilized with rip-rap to reduce erosion. Excavated material will be removed for off-site upland disposal.

GENERAL RESTORATION ACTIVITIES:

TREE REMOVAL: The removal of exotic vegetation will be accomplished with the use of upland-based equipment. In areas of existing native vegetation, the exotic vegetation will be cut down with chain saws and removed by hand. ERM staff will be present during tree removal operations to ensure protection of native vegetation. The trees will be hauled off-site or chipped and utilized by Parks on-site.

EXCAVATION & GRADING: Removal of the spoil material from the upland areas to

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Form 2080
08/98

create the wetland planting areas will be accomplished with the use of equipment operating from the uplands (Sheet 3). The spoil material will be placed in a temporary containment area prior to being hauled off-site. Lake Ida has a control water elevation of +8.47 NGVD. The channels and wetland shelves will be graded from approximately + 6' NGVD (-2' water depth) to +10' NGVD.

TURBIDITY CONTROL: Turbidity curtains will be employed to prevent water quality degradation (Sheet 4). During construction of the channels in the southern components, work will be conducted behind earthen plugs which will remain in place until turbidities subside <29 NTU's. Turbidity curtains will be in place during removal of earthen plugs.

PLANTING DETAILS: The pond apple trees located in the south created wetland will be preserved in place. See plans for tree relocation and planting details. (See attached plant list).

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Plant List for Lake Ida Restoration Project

Common Name (Scientific Name)	Planting Elev. NGVD	No.	Size	Unit Price	Total
Wetland Species					
Papyrus (<i>Vallisneria spiralis</i>)	submerged	450	HR	1.25	\$ 562.50
Hunted spikerush (<i>Eleocharis interstincta</i>)	6 to 7	3,500	HR	.75	\$2,625.00
Pickersweed (<i>Pontederia cordata</i>)	7 to 8	2,500	HR	.90	\$2,250.00
Duck potato (<i>Sagittaria latifolia</i>)	7 to 8	2,249	HR	1.20	\$2,698.80
Fire flag (<i>Thalia geniculata</i>)	7 to 8	350	HR	1.00	\$ 378.00
Leather fern (<i>Acrostichum</i> spp.)	8 to 8.5	145	3G	15.00	\$2,175.00
Golden canna (<i>Canna florida</i>)	8 to 8.5	250	HR	1.20	\$ 300.00
Blue Flag Iris (<i>Iris hexagona</i>)	8 to 9	1,500	HR	1.15	\$1,725.00
Soft Rush (<i>Juncus effusus</i>)	8 to 9	1,800	HR	.90	\$1,620.00
Soft-stem Bulrush (<i>Scirpus validus</i>)	8 to 9	3,000	HR	1.35	\$4,050.00
Transitional Wetland Species					
Butterbush (<i>Cephalanthus occidentalis</i>)	9 to 10	200	3G	9.00	\$1,800.00
Myrsine (<i>Myrsine guianensis</i>)	9 to 10	100	3G	13.50	\$1,350.00
Wax myrtle (<i>Myrica cerifera</i>)	9 to 10	199	3G	9.00	\$1,791.00
Sand Cordgrass (<i>Spartina bakeri</i>)	9 to 10	1,450	4" liner	2.25	\$3,262.50
Laurel Oak (<i>Quercus laurifolia</i>)	10 to 11	15	25G/10'	255.00	\$3,825.00
Wetland Trees (Hydric Hammock)					
Red maple (<i>Acer rubrum</i>)	8 to 9	45	15G/7-8'	105.00	\$ 4,725.00
Pond apple (<i>Annona glabra</i>)	8 to 9.5	30	7G/6'	60.00	\$ 1,800.00
Dahoon holly (<i>Ilex cassine</i>)	9 to 10	35	15G/6'	112.50	\$ 3,937.50
Sweet Bay Magnolia (<i>Magnolia virginiana</i>)	9 to 10	35	15G/6'	150.00	\$ 5,250.00
Cabbage Palm (<i>Sabal palmetto</i>)	9 to 10	60	16G/15'-20'CT	195.00	\$11,700.00
Bald cypress (<i>Taxodium distichum</i>)	8 to 9	135	15G/6-7'	105.00	\$14,175.00

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Exhibit 3
Application No. 081008-12
Page 3 of 4

Table 1: Plant List - Lake Ida Restoration

Red Maple (<i>Acer rubrum</i>)	15G 7-8' OA	45	EA
Pond apple (<i>Annona glabra</i>)	7G 6' OA	30	EA
Dahoon holly (<i>Ilex cassine</i>)	15G 5-6' OA	35	EA
Sweetbay magnolia (<i>Magnolia virginiana</i>)	15G 5-6' OA	35	EA
Laurel Oak (<i>Quercus laurifolia</i>)	15G 10' OA	15	EA
Cabbage Palm (<i>Sabal palmetto</i>)	FG 15'-20' CT	60	EA
Bald Cypress (<i>Taxodium distichum</i>)	15G 6'-7' OA	135	EA
Leather fern (<i>Acrostichum</i> spp.)	3G	145	EA
Golden canna (<i>Canna flacida</i>)	LN	250	EA
Buttonbush (<i>Cephalanthus occidentalis</i>)	3G F	200	EA
Jointed spikerush (<i>Eleocharis interstincta</i>)	LN	3,500	EA
Blue Flag Iris (<i>Iris hexagona</i>)	LN	1,500	EA
Soft rush (<i>Juncus effusus</i>)	LN	1,800	EA
Soft-stem Bulrush (<i>Scirpus validus</i>)	4" LN	3,000	EA
Myrsine (<i>Myrsine guianensis</i>)	3G F	100	EA
Wax myrtle (<i>Myrica cerifera</i>)	3G F	199	EA
Pickersweed (<i>Pontederia cordata</i>)	LN	2,500	EA
Duck potato (<i>Sagittaria latifolia</i>)	LN	2,249	EA
Sand Cordgrass (<i>Spartina bakeri</i>)	4" LN	1,450	EA
Fire flag (<i>Thalia geniculata</i>)	LN	350	EA
Tape Grass (<i>Vallisneria americana</i>)	LN	450	EA

RECEIVED

OCT 09 2008

ENV RES REGULATION

2081003-12

30

STAFF REPORT DISTRIBUTION LIST

LAKE IDA WETLAND RESTORATION

Application No: 081009-12

Permit No:

INTERNAL DISTRIBUTION

- X Carlos A. DeRojas, P.E. - 4220
- X Caroline Hanes - 4220
- X Barbara J. Conmy - 4220
- X ERC Engineering - 4230
- X ERC Environmental - 4230
- X H. Azizi - 6890
- X H. Bittaker, PBCSC - 6890
- X Permit File

EXTERNAL DISTRIBUTION

- X Permittee - P.B.C. Board Of County

GOVERNMENT AGENCIES

- X Div of Recreation and Park - District 7 - FDEP
- X Palm Beach County - Building Div
- X Palm Beach County - Environmental Res Management
- X Palm Beach County - Health Dept Environmental Health & Engineering
- X Palm Beach County - Land Development Div
- X Palm Beach County - School Board Growth Mgmt
- X Palm Beach County Engineer

OTHER INTERESTED PARTIES

- X Water Catchment Area Advisory Committee - Ed Dailey

R2008 1666

CONTRACT

THIS CONTRACT, made and entered into this _____ day of SEP 23 2008, 20____, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Eastman Aggregate Enterprises, LLC hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for the:

Palm Beach County Annual Dune & Wetlands Restoration Project

Project No.: 2008ERM02

in accordance with the Bid therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Contractor and the County, the Contractor hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Bid Form. The Contract Documents consist of the following documents which are incorporated herein by reference.

- A - Invitation for Bid, Instructions to Bidders, Bid Form and Attachments 1 through 8.
- B - Completed Insurance Forms.
- C - General Conditions, Supplemental General Conditions and Appendices A & B.
- D - Technical Specifications, including Figures, Attachments and Appendices.
- E - Addenda.

The Contractor acknowledges that the Work described by this Agreement shall be authorized by Work Order(s) and no minimum number or dollar value of Work Order(s) is promised under this Contract. The Contractor agrees to perform each Work Order issued by the County hereunder for the fixed prices to be established in each Work Order, based on the unit prices set forth in the Contract Bid Schedule, up to a maximum amount for all Work Orders not to exceed FOUR MILLION TWO HUNDRED AND NINETY-SEVEN THOUSAND FOUR HUNDRED AND FIFTY-FOUR DOLLARS (\$4,297,454.00), except as may be increased according to Articles 42 and 43 of the General Conditions. Each Work Order shall establish a fixed price, a time for completion and applicable Liquidated Damages for delay in Substantial and Final Completion.

This Contract is for a term not-to-exceed twelve (12) months from the date set forth above.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set its hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

R 2008. 1666 SEP 23 2008

ATTEST:

SHARON R. BOGGS
CLERK & COMPTROLLER

Sharon R. Boggs
Deputy Clerk



PALM BEACH COUNTY, FLORIDA, A
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: *Addie L. Greene*
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

James C. [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

Richard E. Walesky
Richard E. Walesky, Director
Department of Environmental Resources Management

CONTRACTOR:

Eastman Aggregates Enterprises, LLC
(Corporate Name)

a Florida limited liability corporation
(insert state of corporation)

By: *Bernard Eastman*
(signatory)

Bernard Eastman
(print signatory's name)

Its: Managing Member
(print title)

August 25, 2008
(date of execution)

3705 Bellevue Avenue
(Contractor's Official Address)
Lake Worth, FL 33461
(Contractor's City, State, Zip Code)
20-1556749
(Federal Tax No.)

(Corporate Seal)

Lynn Davidson
(witness signature)
Lynn Davidson
(witness name printed)

BID SCHEDULE

PROJECT NUMBER: 2008ERM02

PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration Project

CONTRACTOR NAME: Lastman Aggregate Enterprises, LLC

DATE: July 3, 2008

BID SCHEDULE					
Annual Dune & Wetlands Restoration Construction					
Bid Item	Description	Quantity	Units	Unit Price	TOTAL AMOUNT
Sand Supply					
1a	Supply Sand (<50,000 tons)				
1b	Supply Sand (>50,000 tons)	70,000	Ton	9.78	684,600.00
Wetland Restoration					
2	Excavation to Grade	90,000	Ton	9.78	880,200.00
3a	Dewatering	65,000	yd ³ (in-bank)	1.38	89,550.00
3b	Additional 100' Dewatering Pipe	3	Day	945.00	2,835.00
4	Transport Material On-site	9	Day	525.00	4,725.00
5	Loading for Offsite Transport	90,000	yd ³ (in-bank)/1000'	2.89	255,600.00
6	Material Grading	10,000	Ton	0.68	6,800.00
7a	Haul Road Construction	140,000	yd ³ (in-bank)	0.74	103,600.00
7b	Haul Road Removal	250	Linear ft	11.03	2,757.50
Hauling					
8a	Transport and Delivery (first ton-miles)				
8b	Transport and Delivery (additional ton-mile)	160,000	Ton-Mile	1.05	168,000.00
Beach/Dune Placement					
9a	Conveying of Material (Initial 300' with hopper/unloader)	9,280,000	Ton-Mile	0.16	1,484,800.00
9b	Additional 100' of Conveyor	70,000	Ton	1.70	119,000.00
10a	Beach Place and Grade (<1000' from access)	30,000	Ton	0.37	11,100.00
10b	Beach Place and Grade (1000'-2000' from access)	103,900	Ton	1.68	174,552.00
10c	Beach Place and Grade (>2000' from access)	38,000	Ton	3.05	115,900.00
11a	Site Preparation & Restoration	18,100	Ton	3.72	67,332.00
11b	Supply, Delivery and Installation of Sod	8	Work Order	2,100.00	16,800.00
11c	Repair/Replace Irrigation	2,000	yd ³	2.10	4,200.00
12	Scarp and Compaction Maintenance	500	Linear ft	2.10	1,050.00
13	Debris Removal	47,000	yd ³	2.10	98,700.00
14	Maintenance of Traffic	50	Ton	23.10	1,155.00
		5	Work Order	1575.00	7,875.00
				TOTAL BASE BID AMOUNT:	54,297,454.00

Each Bid Line Item shall include mobilization/demobilization in the unit price.

¹Additional ton-miles are calculated starting 1 mile from the sand source loading site and continuing to the project staging location. Does not include return to source loading site.

²The County reserves the right to disqualify any sand source proposed by a Bidder should the hauling costs from a distant source outweigh the benefits of using the less expensive sand source.

³Bidder's mileage from sand source to PBC Government Center, 301 N. Olive Avenue, West Palm Beach, FL 33401: 93 miles

[BIDDER MUST INSERT MILEAGE]

⁴Evaluation of hauling costs will be based on the Unit Price to haul 100,000 tons multiplied by the mileage from the proposed sand source. The County will evaluate Line Item 8b by substituting Bidder's Total Amount for this Line Item with the product of:

Bidder's Sand Source Mileage to PBC Government Center AND 100,000 Tons AND Bidder's Unit Price. The tonnage and mileage quantities used in the following example are not to be construed as actual quantities anticipated for the Contract. This is for Evaluation Purposes only.

EXAMPLE: 8 Miles from "Vista Mine" to PBC Gov't Center X 100,000 Tons X \$0.10/Ton-Mile = \$80,000

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