

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date:** June 16, 2009

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. 1666-03 to Palm Beach County Annual Dune & Wetlands Restoration Project No. 2008ERM02 (R2008-1666) with Eastman Aggregates Enterprises, LLC (Eastman) (Primary) in the amount of \$438,440 to provide restoration services for the Ibis Isle Restoration Project.

**Summary:** The BCC approved the Palm Beach County Annual Dune & Wetlands Restoration Project No. 2008ERM02 (R2008-1666) on September 23, 2008. Work Order No. 1666-03 authorizes Eastman to complete the capping and excavation portion associated with the Ibis Isle Restoration Project. The work order is funded by grants through the Lake Worth Lagoon Partnership Program (R2007-2279) and Legislative Appropriation for the Sediment Management Project (R2009-0574). There is 29.64% Small Business and Minority Business Enterprise (SBE-MBE) subcontractor participation on this Work Order. Eastman committed to an overall 16.14% SBE-MBE participation for this Contract and has achieved 28.82% to date. District 7 (SF)

**Background and Justification:** The Ibis Isle Restoration Project provides eight (8) acres of wetland and fisheries habitat restoration within the Lake Worth Lagoon. In accordance with the approved Lake Worth Lagoon Management Plan, the project entails capping of muck sediments with sand, placement of limerock, and planting native vegetation to provide fisheries and wildlife habitat. This Work Order (1666-03) will cover sand capping and excavation activities. Other components of this restoration such as clearing and planting will be covered by contractors under annual agreements with the County.

Attachments:

1. Work Order No.1666-03 with Contract History
2. Contract and Bid Schedule

**Recommended by:**

*[Signature]*  
Department Director

5/22/09  
Date

**Approved by:**

*[Signature]*  
County Administrator

6/12/09  
Date



**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: Ibis Isle Restoration Project

WORK ORDER NO.: 1666-03 DISTRICT #: 7

BUDGET LINE ITEM: 1226-381-3074-3401(\$250,000.00); 1229-381-3074-3401(\$188,439.90)  
[Fiscal approval of Budget Availability: *By [Signature]*

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: Load material for transport (42,500 tons); transport material (36,250 tons) 25 miles from offsite location to Ibis Isle project site; maintain traffic at both construction sites; site preparation and restoration at both construction sites; remove debris (194 tons); construct haul road (300 lf); convey material onsite (36,250 tons); transport material onsite (29,000 cy); excavate areas to design elevations (34,500 cy); grade area to design elevations (34,000 cy); remove haul road (300 lf); deliver and install sod (2,000 sq yd), and repair/replace irrigation (300 lf).

The above work shall be performed at: Ocean Boulevard (A1A) and Ibis Way (Lake Worth Lagoon), in the Town of Palm Beach, in accordance with the South Florida Water Management District Environmental Resource Permit No. 50-09004-P, U.S. Army Corps of Engineers Nationwide Permit No. 27, and attached Plans.

This Work is funded in part or in whole by: Palm Beach County, South Florida Water Management District, and the Lake Worth Lagoon Partnership Program.

Commencing: Upon written Notice to Proceed and shall be substantially completed within one-hundred and eighty (180) calendar days of the Commencement Date. Unanticipated, extensive changes in site conditions may be grounds for renegotiation of this work order.

The amount of Liquidated Damages for this work order is: \$844/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 \$438,439.90 as identified in attached proposal, dated May 19, 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

Berward Eastman on MARCH 3, 2009  
(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 Richard E. Walesky

Berward Eastman  
Name

Mg Mv  
Title

Eastman Aggregates ENT 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**

**5/19/2009**

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

**PROJECT: IBIS ISLE RESTORATION**

<u>JOB AS OUTLINED BELOW</u>	<u>QTY</u>	<u>UNITS</u>	<u>ITEM</u>	<u>PRICE</u>
2 EXCAVATION TO GRADE	34,500	Cubic Yard	1.31	45,195.00
4 TRANSPORT MATERIAL ON SITE	29,000	Cubic Yard	2.84	82,360.00
5 LOADING FOR OFFSITE TRANSPORT	42,500	Ton	0.68	28,900.00
6 MATERIAL GRADING	34,000	Cubic yard	0.74	25,160.00
7a HAUL ROAD CONSTRUCTION	300	Linear ft	11.03	3,309.00
7b HAUL ROAD REMOVAL	300	Linear ft	2.89	867.00
8a TRANSPORT & DELIVERY - FILL (FIRST TON MILE) 1	36,250	Ton-Mile	1.05	38,062.50
8b TRANSPORT & DELIVERY - FILL (ADD'L TON MILE) 23.5	851,875	Ton-Mile	0.16	136,300.00
9a CONVEYING OF MATERIAL	36,250	Ton	1.70	61,625.00
11a SITE PREPARATION & RESTORATION (LOADING & DUMPING)	2	Work Order	2100.00	4,200.00
11b SUPPLY/DELIVERY & INSTALLATION OF SOD	2,000	YD2	2.10	4,200.00
11c REPAIR/REPLACE IRRIGATION	300	Linear ft	2.10	630.00
13 DEBRIS REMOVAL (SEA WALL) 9 LOADS @21.5 TON	194	Ton	23.10	4,481.40
14 MAINTENANCE & TRAFFIC (LOADING & DUMPING)	2	Work Order	1575.00	3,150.00
			<b>TOTALPRICE</b>	<b>438,439.90</b>

**EXCLUSIONS / CLARIFICATIONS**

1 PRICE 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

COMPANY NAME: PALM BEACH COUNTY - ERM  
BY:  
PRINTED NAME:

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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**

**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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**SCHEDULE 1**

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

PROJECT NUMBER: 2008ERW02

PROJECT NAME: 18c Annual Drive Wetlands Restoration Project

NAME OF PRIME BIDDER: Eastern Aggregate Ent, LLC ADDRESS: 3705 Bellevue Ave, Lake Worth, FL 33461

CONTACT PERSON: Bonnie Eastman PHONE NO: (561) 969-7147 FAX NO: (561) 969-8981

BID OPENING DATE: \_\_\_\_\_

DEPARTMENT: ERM

**PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF PRIME AND/OR SUBCONTRACTORS**

Name, Address and Phone Number	Subcontract Amount		Other (Please Specify)
	Minority Business	Small Business	
1. <u>Tru Trucking, Inc. PO Box 8658 Apopka, FL</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ <u>129,956.25</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"/>	\$ _____
<b>Total</b>			\$ _____

Total Bid Price \$ 438,439.90

Total Value of SBE Participation \$ 129,956.25

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 under an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.  
 3. M/WBE information is being collected for tracking purposes only.



**SCHEDULE 2**

**LETTER OF INTENT TO PERFORM AS AN SBE OR MWBE PRIME OR SUBCONTRACTOR  
(MUST BE COMPLETED IN ITS ENTIRETY BY SBE)**

PROJECT NUMBER: 2008ERM02 PROJECT NAME PBC Annual Dune Wetland 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 - 1<sup>st</sup> mile</u>	<u>36,250</u>	<u>\$1.00</u>	<u>\$36,250.00</u>
<u>8b</u>	<u>Transport-Delivery - add mile</u>	<u>851,875</u>	<u>\$.11</u>	<u>\$93,706.25</u>

at the following price \$ 129,956.25  
(Subcontractor's quote)

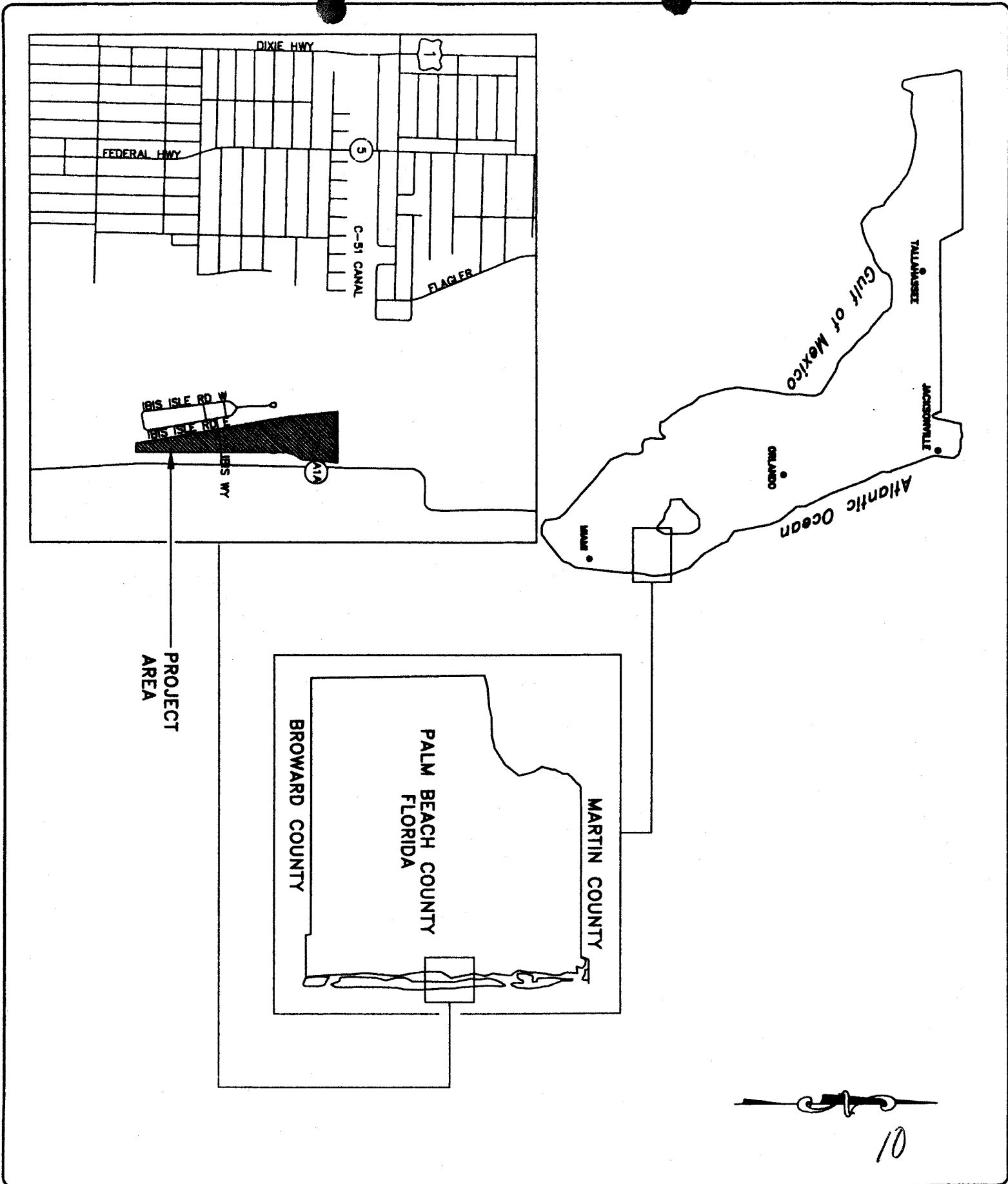
and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

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: Caridad Bayullo  
(Signature)  
Vice President  
(Title of person executing on behalf of SBE-M/WBE Subcontractor)  
Date: 5-19-09

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Scale: 1" = 1/2 mi

Project: IBIS RESTORATION  
LOCATION MAP

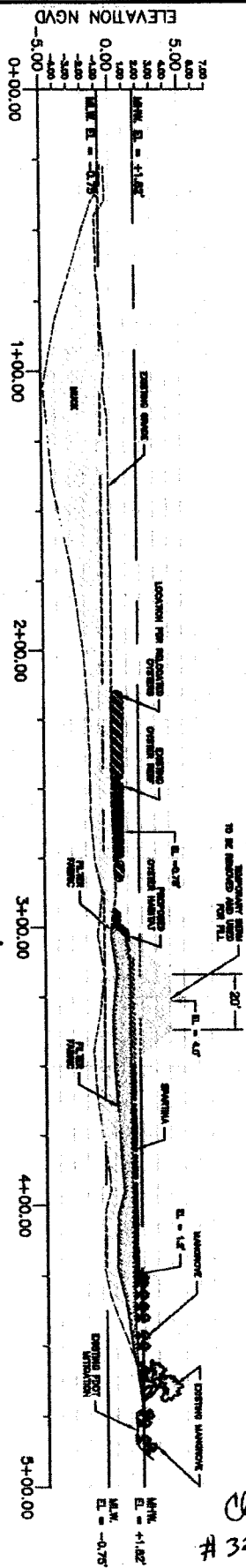
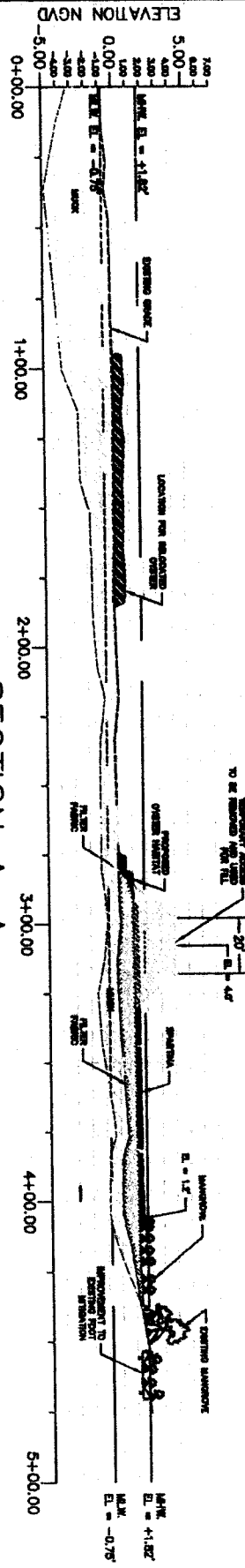
SEAL

No.	Revision	By	Date

Scale: AS NOTED  
 Approved: [Signature]  
 Drawn: [Signature]  
 Checked: [Signature]  
 Date: 02/28/2008  
 Field Book No.:

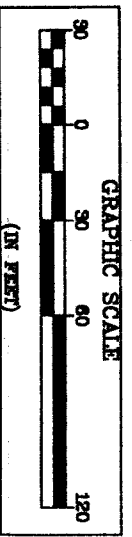
**PALM BEACH COUNTY**  
 DEPARTMENT OF  
 ENVIRONMENTAL RESOURCES MANAGEMENT  
 2300 NORTH JOG ROAD, 4th FLOOR  
 WEST PALM BEACH, FLORIDA 33411  
 (561) 233-2400





*Clinton W. Thomas*  
# 32090 3/5/09

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Sheet: 2 of 3

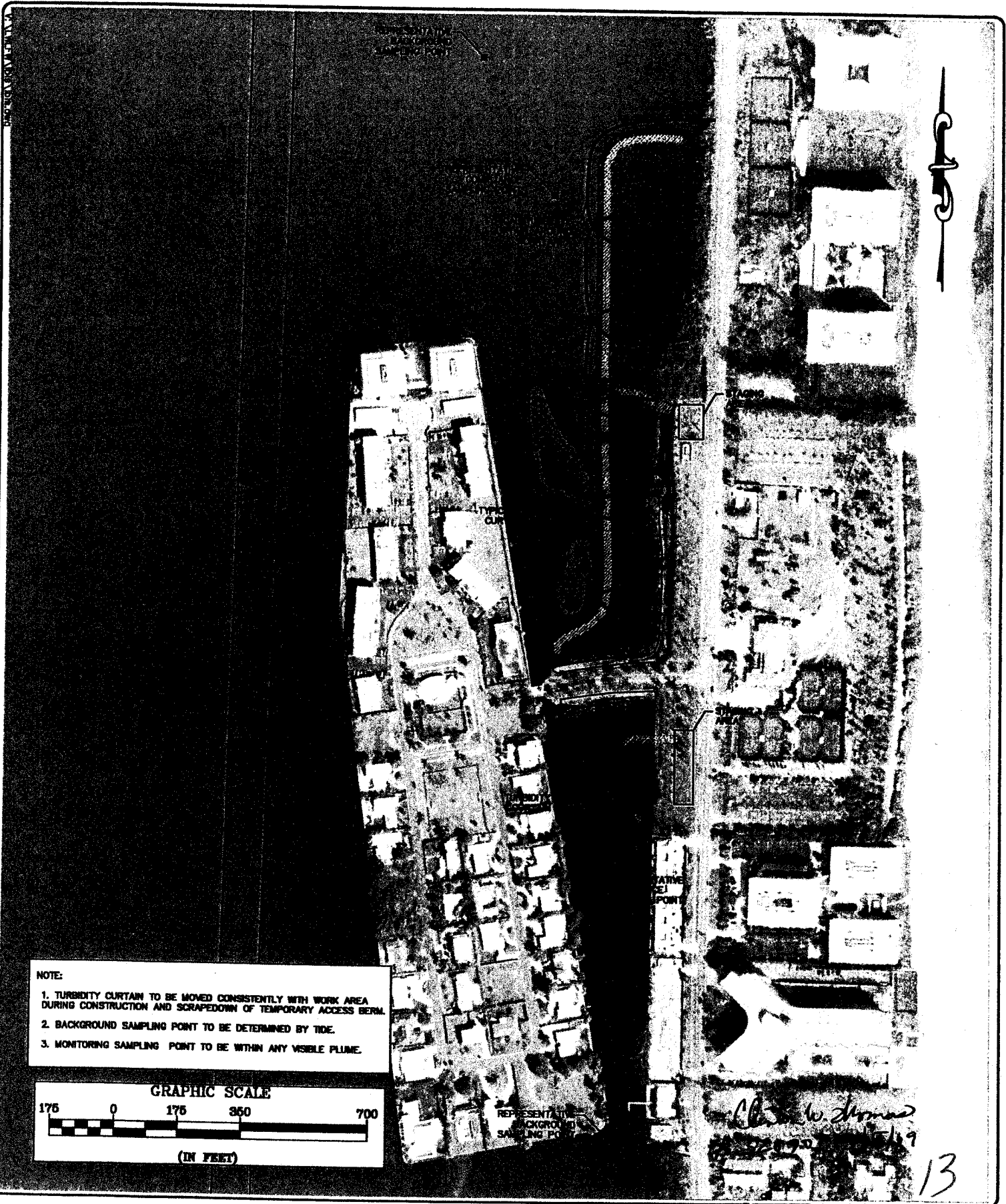
Project: IBIS ISLE RESTORATION  
TYPICAL SECTIONS

SEAL

No.	Revised:	By:	Date:
Scale: AS NOTED	Approved: [Signature]	Drawn: [Signature]	Checked: [Signature]
Date: 02/09	Field Book No:		

**PALM BEACH COUNTY**  
  
**FLORIDA**

PALM BEACH COUNTY  
 DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT  
 2300 NORTH JOG ROAD, 4th FLOOR  
 WEST PALM BEACH, FLORIDA 33411  
 (561) 233-2400



Sheet 3 of 5

Project: **IBIS ISLE RESTORATION**

**TURBIDITY CONTROL**

SEAL

No.	Revision	By	Date

Scale: AS NOTED

Approved: [Signature]

Checked: [Signature]

Date: 02/03/00

Field Book No:  

**PALM BEACH COUNTY**

DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT

2300 NORTH JOG ROAD, 4th FLOOR  
WEST PALM BEACH, FLORIDA 33411  
(561) 233-2400

**CONTRACT HISTORY**  
**Eastman Aggregates Enterprises, LLC**  
**Annual Dune & Wetlands Restoration Project**  
**Project Number 2008ERM02**

Contract R2008-1666 dated September 23, 2008 for period of one year expires on September 22, 2009.

SBE-MBE Goal 16.14% (16.14% SBE/H)

Work Order summary:

WORK ORDER NUMBER	APPROVED TOTAL/ SBE AMOUNT	ACTUAL TOTAL/SBE AMOUNT	WORK ORDER DESCRIPTION	WORK ORDER DATE	COMMENCEMENT DATE
1666-01	674,448.00 262,575.00	372,343.50 143,989.15	South Palm Beach/Lantana Municipal Beach	BCC 11/18/2008	ERM 1/5/2009
1666-02	261,118.00 49,693.50		Lake Ida Restoration Project	BCC 3/17/2009	ERM 3/30/2009
1666-02A	98,772.00 17,374.50		Lake Ida Restoration Project	ERM 5/20/2009	ERM 3/30/2009
1666-03	438,439.90 129,956.25		Ibis Isle Restoration Project	BCC	ERM

Total: \$1,170,673.40  
SBE: \$341,013.40  
SBE Participation: 29.13%

Report Date & Filename: T:\eevengser\Consultants\Eastman Aggregates\history\_1666.xls]Sheet1 5/20/2009

**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, 4<sup>th</sup> 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  
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ENVIRONMENTAL RESOURCES MANAGEMENT

**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, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743

as Oblgee, 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>Lyon Sharkey</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: <u>Managing Member</u> Title</p> <p>SureTech Insurance Company Surety (Name) (Seal)</p> <p>By: <u><i>[Signature]</i></u> Signature Robert Barra Print Name Its: <u>Attorney in Fact &amp; Florida</u> Title <u>Resident Agent</u></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 20<sup>th</sup> of April, 1999.)

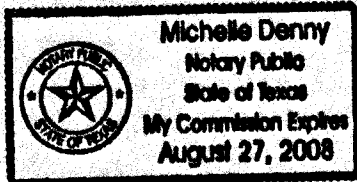
**In Witness Whereof,** SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.



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, 20 08, 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.

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R2008 1666

CONTRACT

Attachment 2

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.

PROJECT NO. 2008ERM02

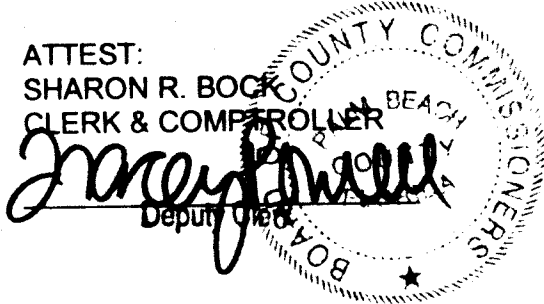
CONTRACT - 1

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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.

R2008 1666 SEP 23 2008

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER



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:

[Signature]  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS:

[Signature]  
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: [Signature]  
(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.)

[Signature]  
(witness signature)

Lynn Davidson  
(witness name printed)

(Corporate Seal)

## BID SCHEDULE

PROJECT NUMBER: 2008ERM02

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

CONTRACTOR NAME: Eastman Aggregate Enterprises, LLC

DATE: July 3, 2008

BID SCHEDULE					
Annual Dune & Wetlands Restoration Construction					
Bid Item	Description	Quantity	Units	Unit Price	TOTAL AMOUNT
<b>Sand Supply</b>					
1a	Supply Sand (<50,000 tons) <sup>2</sup>	70,000	Ton	9.78	684,600.00
1b	Supply Sand (>50,000 tons) <sup>2</sup>	90,000	Ton	9.78	880,200.00
<b>Wetland Restoration</b>					
2	Excavation to Grade	65,000	yd <sup>3</sup> (in-bank)	1.31	85,150.00
3a	Dewatering	3	Day	945.00	2,835.00
3b	Additional 100' Dewatering Pipe	9	Day	525.00	4,725.00
4	Transport Material On-site	90,000	yd <sup>3</sup> (in-bank)/1000'	2.84	255,600.00
5	Loading for Offsite Transport	10,000	Ton	.68	6,800.00
6	Material Grading	140,000	yd <sup>3</sup> (in-bank)	.74	103,600.00
7a	Haul Road Construction	250	Linear ft	11.03	2,757.50
7b	Haul Road Removal	250	Linear ft	2.89	722.50
<b>Hauling</b>					
8a	Transport and Delivery (first ton-mile) <sup>2,3</sup>	160,000	Ton-Mile	1.05	168,000.00
8b	Transport and Delivery (additional ton-mile) <sup>1,2,3,4</sup>	9,280,000	Ton-Mile	.16	1,484,800.00
<b>Beach/Dune Placement</b>					
9a	Conveying of Material (Initial 300' with hopper/unloader)	70,000	Ton	1.70	119,000.00
9b	Additional 100' of Conveyor	30,000	Ton	.37	11,100.00
10a	Beach Place and Grade (<1000' from access)	103,900	Ton	1.68	174,552.00
10b	Beach Place and Grade (1000'-2000' from access)	38,000	Ton	3.05	115,900.00
10c	Beach Place and Grade (>2000' from access)	18,100	Ton	3.72	67,332.00
11a	Site Preparation & Restoration	8	Work Order	2,100.00	16,800.00
11b	Supply, Delivery and Installation of Sod	2,000	yd <sup>2</sup>	2.10	4,200.00
11c	Repair/Replace Irrigation	500	Linear ft	2.10	1,050.00
12	Scarp and Compaction Maintenance	47,000	yd <sup>2</sup>	2.10	98,700.00
13	Debris Removal	50	Ton	23.10	1,155.00
14	Maintenance of Traffic	5	Work Order	1,575.00	7,875.00
<b>TOTAL BASE BID AMOUNT:</b>					<b>54,297,454.00</b>

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

<sup>1</sup> Additional 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.

<sup>2</sup> The 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.

<sup>3</sup> Bidder's mileage from sand source to PBC Government Center, 301 N. Olive Avenue, West Palm Beach, FL 33401: 9.5 miles

[BIDDER MUST INSERT MILEAGE]

<sup>4</sup> Evaluation 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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