



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years             | 2007         | 2008 | 2009 | 2010 | 2011 |
|--------------------------|--------------|------|------|------|------|
| Capital Expenditures     | -0-          | -0-  | -0-  | -0-  | -0-  |
| Operating Costs          | \$1,285,268  | -0-  | -0-  | -0-  | -0-  |
| External Revenues        | <\$ 963,951> | -0-  | -0-  | -0-  | -0-  |
| Program Income (County)  | -0-          | -0-  | -0-  | -0-  | -0-  |
| In-Kind Match (County)   | <\$ 321,317> | -0-  | -0-  | -0-  | -0-  |
| <b>NET FISCAL IMPACT</b> | \$ -0-       | -0-  | -0-  | -0-  | -0-  |

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Acct No.: Fund 120 Dept. 363 Unit 801 Object 460  
 Program

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

County Transportation Trust Fund  
 Disaster Related Debris Clean Up

|                           |                 |
|---------------------------|-----------------|
| Murray Logan Construction | \$ 477,887.40   |
| Tremron For PBC Materials | \$ 807,380.00   |
| Project Cost              | \$1,285,267.40  |
| NRCS Grant Funding        | <\$ 963,950.55> |
| In Kind Match (County)    | <\$ 321,316.85> |
| Fiscal Impact             | \$ -0-          |

C. Departmental Fiscal Review: R.D. Ward 11/17/06

**III. REVIEW COMMENTS**

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

Elizabeth Blasen 11/30/06  
 OFMB  
 11-30-06

Dr. J. Sweet 12/7/06  
 Contract Dev. and Control

**B. Approved as to Form and Legal Sufficiency:**

Mark R. Pitts 11/12/06  
 Assistant County Attorney

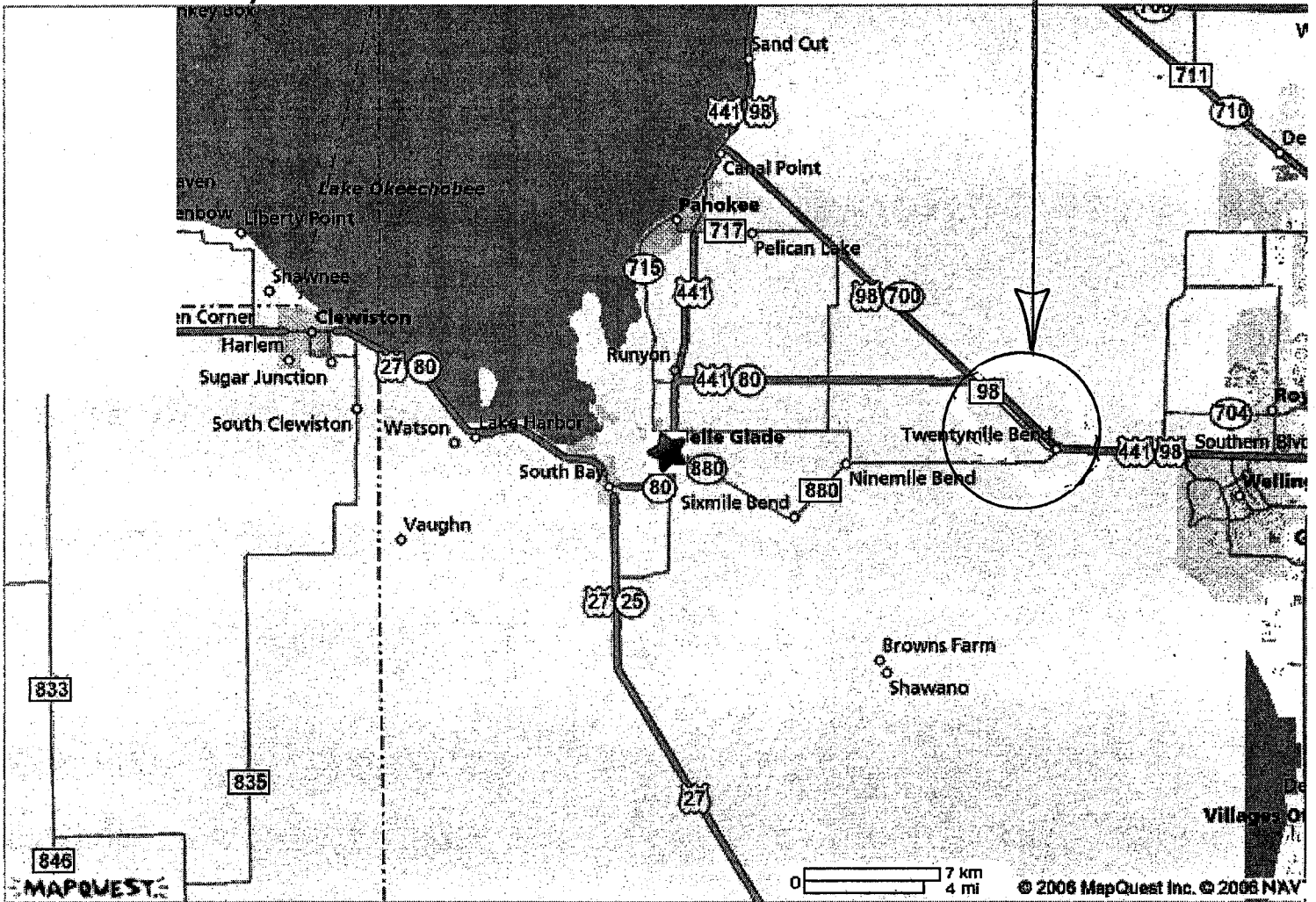
**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

PROJECT LOCATION  
CONNERS HIGHWAY SHOULDER AND CANAL BANK  
PROJECT NO. 2006909

★ Belle Glade, FL US



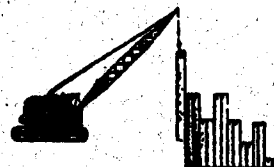
LOCATION SKETCH

**MURRAY LOGAN CONSTRUCTION, INC.**

**General Contractors**

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

*Excellence  
Since  
1968*



September 1, 2006

Palm Beach County Road and Bridge Department  
Attn: Mr. Tony Luffman  
Fax #: 233-3986

Re: Conners Highway L-10 Canal Revetment

Dear Mr. Luffman:

Murray Logan Construction, Inc. offers to honor all terms and conditions of our existing Contract with Lake Worth Drainage District should Palm Beach County elect to piggy-back said Contract for your project.

Attached are the following for your use:

Spread Sheet of Costs For PBC Project Based on 50' Mat Lengths.

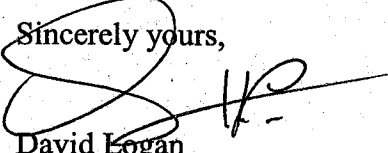
MLCI Unit Price Sheet From Lake Worth Drainage Project For Labor and Equipment.

Tremron Unit Price Sheet From Lake Worth Drainage Project For Mats and Filter Cloth.

The Spread Sheet is based on the assumption that Palm Beach County will piggy back the Tremron Contract and direct purchase the Mats and Cloth from Tremron. In addition, road closure MOT, guardrail removal and reinstallation and road improvements are excluded from our scope. Finally, it is understood that Palm Beach County will supply the fill and stone to the job site for installation by Murray Logan Construction, Inc.

Please contact me if you have any questions or comments regarding this project.

Sincerely yours,

  
David Logan  
Vice President

ATTEST:

SHARON R. BOCK, Clerk and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY

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

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO TERMS  
AND CONDITIONS

*Charles Rick*  
\_\_\_\_\_  
ENGINEERING

Murray Logan Construction, Inc.  
 Conners Highway L-10 Canal Revetment  
 Cost Estimate Based On Piggyback of LWDD Contract  
 50' MATS

1-Sep-06

| LABOR AND EQUIPMENT:                |                                   |          |       |              | Mat Length<br>Adjustment |                |
|-------------------------------------|-----------------------------------|----------|-------|--------------|--------------------------|----------------|
| Item                                | Description                       | Quantity | Units | Unit Cost    | Factor                   | Total          |
|                                     | 1 Mobilization                    |          | 1 LS  | \$115,000.00 |                          | \$115,000.00   |
|                                     | 2 Bank Sloping                    | 3,100    | LF    | \$25.00      | 1.78                     | \$137,950.00   |
|                                     | 3 Mat Unloading                   | 387      | Each  | \$50.00      | 1.78                     | \$34,443.00    |
|                                     | 4 Mat Installation                | 387      | Each  | \$140.00     | 1.78                     | \$96,440.40    |
|                                     | 5 Top of Bank & Slope Shaping     | 3,100    | LF    | \$3.00       | 1.78                     | \$16,554.00    |
|                                     | 6 Sodding                         | 3,100    | LF    | \$6.50       |                          | \$20,150.00    |
|                                     | 7 Trenching Base                  | 3,100    | LF    | \$18.50      |                          | \$57,350.00    |
| Total Labor and Equipment           |                                   |          |       |              |                          | \$477,887.40   |
| MATERIAL TO BE SUPPLIED BY PBC:     |                                   |          |       | Allowance    |                          |                |
|                                     | 1 Revetment Mats 387 Ea. 8' x 50' | 154,800  | SF    | \$3.50       |                          | \$541,800.00   |
|                                     | 2 Filter Cloth 33 Rolls 60'x100'  | 198,000  | SF    | \$0.21       |                          | \$41,580.00    |
|                                     | 3 Fill/Rock                       | 16,000   | CY    | \$14.00      |                          | \$224,000.00   |
| Total Material                      |                                   |          |       |              |                          | \$807,380.00   |
| TOTAL LABOR, EQUIPMENT AND MATERIAL |                                   |          |       |              |                          | \$1,285,267.40 |

The Mat Length Adjustment Factor Is To Convert Costs From 28' to 50' Mat Lengths.  
 50 Divided by 28 Equals 1.78.

COPY

CONTRACT NO. 06-8035S.01

**CONTRACT**

**BETWEEN LAKE WORTH DRAINAGE DISTRICT**

**AND**

**MURRAY LOGAN CONSTRUCTION, INC.**

This **CONTRACT** is entered into on August 3, 2006 between "the Parties", the Lake Worth Drainage District ("the **DISTRICT**"), and Murray Logan Construction, Inc., a Corporation, FEID Number 591-208353, ("the **CONTRACTOR**").

**WITNESSETH THAT:**

WHEREAS, the **DISTRICT** is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Florida Statutes, Chapter 298 and Chapter 98-525 to include entering into contracts with public agencies, private corporations or other persons; and

WHEREAS, the **CONTRACTOR** has submitted a bid in response to the **DISTRICT'S** Invitation to Bid No. JMA7477.01; and

WHEREAS, the **CONTRACTOR** represents that it is qualified and willing to provide said services; and the **DISTRICT** wishes to enter into a **CONTRACT** with **CONTRACTOR**;

WHEREAS, the **CONTRACTOR** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **CONTRACT**;

WHEREAS, the Board of Supervisors of the **DISTRICT**, at its July 12, 2006 meeting, has authorized entering into a **CONTRACT** with the **CONTRACTOR** to perform these services.

NOW, THEREFORE, the **DISTRICT** and the **CONTRACTOR**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

**ARTICLE 1 – INTRODUCTION**

- 1.1 The above recitals are true and correct and incorporated herein by reference.
- 1.2 The terms and conditions of **CONTRACTOR'S** response to the **DISTRICT'S** Invitation to Bid No. JMA8035S.01 are incorporated in and made a part hereof by this reference.

## ARTICLE 2 – STATEMENT OF WORK

- 2.1 The CONTRACTOR shall, to the satisfaction of the DISTRICT, fully and timely provide services as requested pursuant to the "Statement of Work", attached hereto as Exhibit 'A' and made a part of this CONTRACT.

## ARTICLE 3 – TERM OF THE CONTRACT

- 3.1 The period of performance of this CONTRACT shall commence on October 15, 2006 and continue until the completion of all contractual obligations by the parties, but in no event later than August 11, 2007.
- 3.2 The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT.

## ARTICLE 4 – COMPENSATION/CONSIDERATION

- 4.1 As consideration for providing the goods and services required by this CONTRACT, the DISTRICT shall pay the CONTRACTOR the fixed amount of \$874,547.50, as specified in Exhibit 'B-1', with the alternate to the base bid. The CONTRACT payment schedule shall be as specified on Exhibit 'B-2'. Such amount includes travel and other expenses, which the CONTRACTOR may or may not incur; and therefore, no additional consideration shall be authorized.
- 4.2 Further funding of this CONTRACT is subject to DISTRICT Board of Supervisors budgetary appropriation for the following DISTRICT fiscal year(s). In the event the DISTRICT does not approve funding for future fiscal years, this CONTRACT shall terminate upon expenditure of the current funding, notwithstanding other provisions in this CONTRACT to the contrary. The DISTRICT will notify the CONTRACTOR in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this CONTRACT.
- 4.3 The CONTRACTOR, by executing this CONTRACT, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting.

## ARTICLE 5 – INVOICING AND PAYMENT

- 5.1 The CONTRACTOR'S invoices shall reference the DISTRICT'S Contract Number 06-8035S.01 and shall be sent to the following address:

Lake Worth Drainage District  
Attention: William G. Winters, Manager  
13081 Military Trail  
Delray Beach, Florida 33484

- 5.2 The DISTRICT shall pay the full amount of the invoice within thirty (30) days of receipt and acceptance, provided the CONTRACTOR has performed the work according to the terms and conditions of this CONTRACT. However, failure by the CONTRACTOR to follow the foregoing instructions shall result in an unavoidable delay of payment by the DISTRICT.
- 5.3 Any early payment discount offered by the CONTRACTOR shall be clearly indicated on the invoice, including the percentage of the discount and the time period for which the discount is valid. The DISTRICT reserves the option to accept such early payment discounts.

#### ARTICLE 6 - PROJECT MANAGEMENT/NOTICE

- 6.1 The Project Manager for the DISTRICT is William G. Winters, 13081 Military Trail, Delray Beach, Florida 33484, telephone (561) 498-5363. The Project Manager for the CONTRACTOR is Ed O'Leary, Vice President, Murray Logan Construction, Inc., at 313 65<sup>th</sup> Trail North, West Palm Beach, FL 33413. The parties shall direct all matters arising in connection with the performance of this CONTRACT, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this CONTRACT.
- 6.2 All notices and/or demands to the CONTRACTOR under this CONTRACT shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, or hand-delivered and a signed receipt is provided, to:

Murray Logan Construction, Inc.  
Attention: Edward O'Leary, Vice President  
313 65<sup>th</sup> Trail North  
West Palm Beach, Florida 33413

All notices to the DISTRICT under this CONTRACT shall be in writing and sent by certified mail to:

Lake Worth Drainage District  
Attention: William G. Winters, Manager  
13081 Military Trail  
Delray Beach, Florida 33484

The CONTRACTOR shall also provide a copy of all notices to the DISTRICT'S Project Manager. All notices required by this CONTRACT shall be considered delivered upon receipt. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence to the DISTRICT under this CONTRACT shall reference the DISTRICT'S Contract Number 06-8035S.01.

## ARTICLE 7 – INDEMNIFICATION & INSURANCE

- 7.1 For Ten Dollars (\$10.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the CONTRACTOR shall defend, indemnify, save, and hold the DISTRICT, its agents, assigns, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by the CONTRACTOR, its subcontractors, agents, assigns, invitees, or employees in connection with this CONTRACT. The CONTRACTOR further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this CONTRACT.
- 7.2 The CONTRACTOR shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the DISTRICT'S Certificate of Insurance, attached as Exhibit 'C', and made a part of this CONTRACT. The coverage required shall extend to all employees and subcontractors of the CONTRACTOR. The attached DISTRICT Certificate of Insurance shall be completed in full, indicating the producer, insured, carrier's name and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate shall be signed by the insurance carrier's authorized representative.
- 7.3 The CONTRACTOR shall procure and maintain, through the term of this CONTRACT, a Performance Bond equal to 110% of the CONTRACT amount.

## ARTICLE 8 – TERMINATION/REMEDIES

- 8.1 If either party fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the other party shall have the right to terminate this CONTRACT by giving written notice of any deficiency. The party in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) days time period.
- 8.2 If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover a reasonable attorney's fee, based upon the fair market value of the services provided.
- 8.3 In the event a dispute arises, which the project managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

## ARTICLE 9 – RECORDS RETENTION/OWNERSHIP

- 9.1 The CONTRACTOR shall maintain records and the DISTRICT shall have inspection and audit rights as follows:

A. Maintenance of Records: The CONTRACTOR shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this CONTRACT including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five years from completing performance and receiving final payment under this CONTRACT.

B. Examination of Records: The DISTRICT or its designated agent shall have the right to examine in accordance with general accepted governmental auditing standards all records directly or indirectly related to this CONTRACT. Such examination may be made only within five years from the date of final payment under this CONTRACT and upon reasonable notice, time and place.

Records, which relate to any litigation, appeals or settlements of claims arising from performance under this CONTRACT, shall be made available until a final disposition has been made of such litigation, appeals or claims.

#### ARTICLE 10 – STANDARDS OF COMPLIANCE

- 10.1 The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The DISTRICT undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request, as to any such laws of which it has present knowledge.
- 10.2 The CONTRACTOR hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this CONTRACT. The CONTRACTOR shall take all measures necessary to effectuate these assurances.
- 10.3 The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims, which are justiciable in federal court.
- 10.4 The CONTRACTOR, by its execution of this CONTRACT, acknowledges that it has executed an affidavit pursuant to Section 287.133(3)(a), Florida Statutes, attached hereto as Exhibit 'D' and made a part of this CONTRACT, either previously or concurrently hereto, affirming that the CONTRACTOR understands that it remains bound by said statute and affidavit, as therein specified. The CONTRACTOR further understands and acknowledges by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the DISTRICT, for any misstatement or lack of compliance with the mandates of said statute. The DISTRICT, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.
- 10.5 The CONTRACTOR shall not be exempted from paying Florida State Sales and Use taxes to the appropriate governmental agencies or for payment by the CONTRACTOR to suppliers for taxes on materials used to fulfill its contractual obligations with the DISTRICT. The CONTRACTOR

shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.

- 10.6 The CONTRACTOR warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT. Further, the CONTRACTOR warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the DISTRICT may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.
- 10.7 The CONTRACTOR shall allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CONTRACTOR assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provide by law, shall be upon the CONTRACTOR.

#### ARTICLE 11 – RELATIONSHIP BETWEEN THE PARTIES

- 11.1 The CONTRACTOR is an independent contractor and is not an employee or agent of the DISTRICT. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and the CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONTRACTOR is free to provide similar services for others.
- 11.2 The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the DISTRICT. any attempted assignment in violation of this provision shall be void.
- 11.3 The CONTRACTOR shall not pledge the DISTRICT'S credit or make the DISTRICT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

#### ARTICLE 12 – WARRANTY

- 12.1 CONTRACTOR warrants that the ownership of any goods or materials being conveyed to the DISTRICT in conjunction with this CONTRACT are fit for the ordinary purposes for which such goods and materials are typically used. In particular, CONTRACTOR represents and agrees that the goods and materials being utilized and sold to the DISTRICT are particularly suitable for the intended uses in conjunction with this CONTRACT.
- 12.2 The CONTRACTOR warrants that the title of all goods and materials is good, the transfer is rightful and that there are no liens or encumbrances against the title of the goods and materials that are being sold to the DISTRICT. All manufacturers' warranties shall be transferred to the DISTRICT.

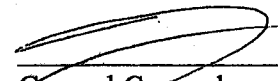
- 12.3 CONTRACTOR warrants the workmanship and materials utilized in this CONTRACT for a period of one year.

#### ARTICLE 13 – GENERAL PROVISIONS

- 13.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character, which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this CONTRACT shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- 13.2 In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 13.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 13.4 Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 13.5 This CONTRACT may be amended only with the written approval of the parties hereto.
- 13.6 This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The CONTRACTOR recognizes that any representations, statements or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

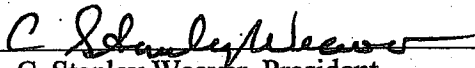
Approved as to Form and  
Legal Sufficiency

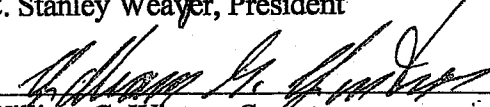
  
\_\_\_\_\_  
General Counsel

Date: AUGUST 3, 2006

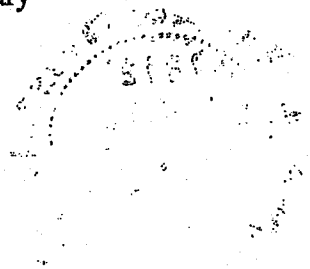
[CORPORATE SEAL]

LAKE WORTH DRAINAGE DISTRICT,  
a Special Taxing District

By:   
\_\_\_\_\_  
C. Stanley Weaver, President

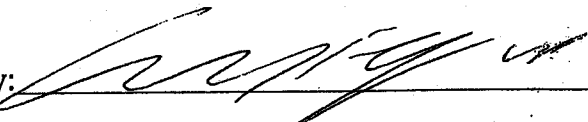
Attest:   
\_\_\_\_\_  
William G. Winters, Secretary

13081 Military Trail  
Delray Beach, FL 33484



CONTRACTOR:

MURRAY LOGAN CONSTRUCTION, INC.

By:   
\_\_\_\_\_  
EDWARD L. O'LEARY VICE-PRES.

Printed Name and Title

313 65<sup>th</sup> Trail North  
West Palm Beach, FL 33413  
\_\_\_\_\_  
Post Office Address

## EXHIBIT A

### MURRAY LOGAN CONSTRUCTION, INC

General Contractors

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

Excellence  
-Since  
1968



LATERAL L-30  
TECHNICAL BID  
BID NO. 80355.01JMA  
NORTH SIDE

The proposed work objective and scope includes construction of the L-30 Canal Revetment from JOG ROAD TO G.S. NO. 11. Work includes mobilization, earthwork, mat handling and installation, final dressing and sodding.

Resources to be provided include:

1. Project Manager
2. Foreman
3. Crew
4. Operators
5. Equipment  
45 Ton Crawler Crane  
5800 Linkbelt Excavator  
120 Volvo Loader  
Durup Trucks 18 c.y.

Methodology & Rationale: Mobilization, earthwork, mat unloading and storage, mat installation, final dressing and sodding will be the order of business as has been done successfully on prior projects of this nature for Lake Worth Drainage District.

Work Plan & Project Completion Schedule

|                  |          |
|------------------|----------|
| Mobilize         | 1 month  |
| Excavation       | 7 months |
| Mat Handling     | 7 months |
| Dressing/Sodding | 3 months |

Project Management Plan: A project manager will be assigned to the project. The project manager will handle communication regarding the project with LWDD and with adjacent property owners. The project manager will direct work via an on site foreman.

Project Loading Chart

|                  |
|------------------|
| Mobilization     |
| Earthwork        |
| Mat Handling     |
| Dressing/Sodding |

Discipline/Manhour

|  |
|--|
| Foreman/100, Laborer/500, Operator/300   |
| Foreman/800, Laborer/4000, Operator/2400 |
| Foreman/500, Laborer/2500, Operator/1500 |
| Foreman/160, Laborer/640, Operator/480   |

**INSTALLER BID FORM - ALTERNATE BID - NORTH & SOUTH SIDES**  
RFB# \_\_\_\_\_

| ITEM                  | DESCRIPTION                        | UNIT OF MEASURE | BID QUANTITY | UNIT PRICE | TOTAL AMOUNT        |
|-----------------------|------------------------------------|-----------------|--------------|------------|---------------------|
| 1                     | Mobilization                       | Lump Sum        | 1            | \$ 170,000 | \$ 170,000          |
| 2                     | Canal Bank Shaping                 | Linear Feet     | 11,100       | \$ 25.00   | \$ 277,500          |
| 3                     | Mat Unloading                      | Each            | 1,364        | \$ 50.00   | \$ 68,200           |
| 4                     | Mat Installation                   | Each            | 1,364        | \$ 140.00  | \$ 190,960          |
| 5                     | Top of Bank and Bank Slope Shaping | Linear Feet     | 11,100       | \$ 3.00    | \$ 33,300           |
| 6                     | Sodding                            | Linear Feet     | 11,100       | \$ 6.50    | \$ 72,150           |
| 7                     | Trenching Base                     | Linear Feet     | 3,375        | \$ 18.50   | \$ 62,437.50        |
| <b>Base Bid Price</b> |                                    |                 |              |            | <b>\$874,547.50</b> |

**ALTERNATES TO THE BASE BID**

|    |                   |             |             |               |                |
|----|-------------------|-------------|-------------|---------------|----------------|
| 8  | 6" DIP Extension  | Linear Feet | As Required | \$100.00/L.F. | \$ 100.00/L.F. |
| 9  | 12" DIP Extension | Linear Feet | As Required | \$300.00/L.F. | \$ 300.00/L.F. |
| 10 | 36" CMP Extension | Linear Feet | As Required | \$350.00/L.F. | \$ 350.00/L.F. |

**Subtotal Bid Price**

**\$ 875,297.50**

Optional, Early Payment Discount of 0 %, 0 Days

(\$ 0 )

**NET TOTAL BID PRICE**

**\$875,297.50**

Please print legibly or type (excluding the signature). The Corporation, Partnership or Individual Business name and signature of 1 authorized Corporate Officer, Partner or Individual making this bid, must appear on this page.

BIDDER'S BUSINESS NAME: MURRAY LOGAN CONSTRUCTION INC.

ADDRESS: 313 65<sup>TH</sup> TRAIL NO. WEST PALM BEACH, FLA 33413

TELEPHONE NO.: 561-686-3948

FAX NO.: 561-686-7465

TYPE OF ENTITY (Check One):  
CORPORATION  PARTNERSHIP  INDIVIDUAL

IF A CORPORATION, STATE OF INCORPORATION: FLORIDA  
(If a non-Florida corporation, attach documentation of authorization to conduct business in Florida).

FEDERAL EMPLOYER IDENTIFICATION NUMBER (If a Corporation or Partnership) or SOCIAL SECURITY NUMBER (If an Individual): 5911

AGREE TO EXTEND UNIT PRICES TO OTHER GOVERNMENTAL AGENCIES?  
YES  NO

BIDDER (OR AGENT'S) SIGNATURE: [Signature]

DATED: 6-30-06

TITLE: VICE-PRESIDENT

IF BIDDER IS A CORPORATION, AFFIX CORPORATE SEAL.

| ID  | Task Name        | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7 | Month 8 | Month 9 |
|---|------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1   | Mobilization     |         |         |         |         |         |         |         |         |         |
| 2   | Canal Excavation |         |         |         |         |         |         |         |         |         |
| 3   | Bank Sloping     |         |         |         |         |         |         |         |         |         |
| 4   | Mat Installation |         |         |         |         |         |         |         |         |         |
| 5   | Bank Dressing    |         |         |         |         |         |         |         |         |         |
| 6   | Sodding          |         |         |         |         |         |         |         |         |         |
| 7   | Demobilization   |         |         |         |         |         |         |         |         |         |
| PER MONTH PAYMENT SCHEDULE % OF TOTAL BID |                  | 10%     | 7%      | 14%     | 14%     | 14%     | 14%     | 14%     | 10%     | 3%      |

DIRECT COST = 80% OF ABOVE  
 INDIRECT COST = 15% OF ABOVE  
 OTHER COST = 5% OF ABOVE

Murray Logan Construction, Inc.  
 LWDD Lateral 30 Canal Revetment Pr  
 DATE: 06-30-06

|           |  |                     |  |                    |  |
|-----------|--|---------------------|--|--------------------|--|
| Task      |  | Summary             |  | Rolled Up Progress |  |
| Split     |  | Rolled Up Task      |  | External Tasks     |  |
| Progress  |  | Rolled Up Split     |  | Project Summary    |  |
| Milestone |  | Rolled Up Milestone |  |                    |  |

LOGMU01 | 04/28/0

**PRODUCER**  
**Gateway Insurance Agency**  
**Fort Lauderdale Branch**  
**2430 W. Oakland Park Blvd.**  
**Fort Lauderdale FL 33311**  
**Phone: 954-735-5500 Fax: 954-735-2852**

**INSURED**  
**Murray Logan Construction, Inc**  
**Attn: Mr. David Logan**  
**313 65 Trail North**  
**West Palm Beach FL 33413**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

| INSURERS AFFORDING COVERAGE |                    | NAIC # |
|-----------------------------|--------------------|--------|
| INSURER A:                  | St. Paul Travelers | 40282  |
| INSURER B:                  | AIG Specialty      | 26883  |
| INSURER C:                  |                    |        |
| INSURER D:                  |                    |        |
| INSURER E:                  |                    |        |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE   | POLICY NUMBER   | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|----------------------|---|-----------------|----------------------------------|-----------------------------------|--|
| A                    | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>Blk AI/Waiver</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | DTC0836G6808    | 05/01/06                         | 05/01/07                          | EACH OCCURRENCE - \$ 1000000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000<br>MED EXP (Any one person) \$ 5000<br>PERSONAL & ADV INJURY \$ 1000000<br>GENERAL AGGREGATE \$ 2000000<br>PRODUCTS - COMP/OP AGG \$ 2000000<br>Emp Ben. 1000000 |
| A                    | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   | DT810836G681A   | 05/01/06                         | 05/01/07                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1000000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|                      | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO  |                 |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$  |
| A                    | <b>EXCESS/UMBRELLA LIABILITY</b><br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$ 10000   | DTSMCUP836G6845 | 05/01/06                         | 05/01/07                          | EACH-OCCURRENCE \$ 5000000<br>AGGREGATE \$ 5000000<br>\$<br>\$   |
| B                    | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br><b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</b><br>If yes, describe under SPECIAL PROVISIONS below   | WC9687325       | 10/15/05                         | 10/15/06                          | WC STATUTORY LIMITS OTHER<br>E.L. EACH ACCIDENT \$ 500000<br>E.L. DISEASE - EA EMPLOYEE \$ 500000<br>E.L. DISEASE - POLICY LIMIT \$ 500000   |
| A                    | <b>OTHER</b><br><b>Equipment Floater</b>  | QT660274D302A   | 05/01/06                         | 05/01/07                          | Scheduled 4554099<br>Rented 500000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

LOGMU01

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

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATIC DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*Paul Logan*

EXHIBIT D

SWORN STATEMENT UNDER §287.133(3)(A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. 06-80355<sup>01</sup> for LWDD  
L-30 CANAL REVEGETMENT JOG ROAD TO C.S.#11
2. This sworn statement is submitted by MURRAY LOGAN CONSTRUCTION INC  
(Name of entity submitting sworn statement)  
whose business address is 313 65 TH TRAIL NO. WEST PALM BEACH  
(if applicable) its Federal Employer Identification Number (FEIN) is 591-208353  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)
3. My name is EDWARD F. O'LEARY and my relationship  
(Please print name of individual signing this form.)  
to the entity named above is VICE - PRESIDENT
4. I understand that a "public entity crime" as identified in Paragraph 287.133(1)(g) Florida Statutes, means a violation of any state of federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.131(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or success of a person convicted of a public entity crime, or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity.

IMPORTANT: CONTRACTOR MUST COMPLETE THIS SECTION BEFORE SIGNING FORM

1. Based on information and belief the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (Please indicate which statement applies.)

EXHIBIT D

X Neither the entity submitting this sworn statement, or any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

~~\_\_\_\_\_ The entity submitting this sworn statement or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)~~

~~\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the Final Order.)~~

~~\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the Final Order.)~~

~~\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)~~

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]  
Signature  
Date: 6-29-06

Sworn to and subscribed before me this 29 day of June, 2006  
Personally Known   
Produced identification \_\_\_\_\_  
Notary Public - State of FLORIDA

\_\_\_\_\_  
(Type of Identification)

My commission expires \_\_\_\_\_  
(Printed, typed or stamped) Joyce H. Lewis  
August 30, 2007  
BONDED THRU TROY FAIN INSURANCE, INC.



COPY

CONTRACT NO. 06-8035S.01

AMENDMENT TO CONTRACT

BETWEEN LAKE WORTH DRAINAGE DISTRICT

AND

MURRAY LOGAN CONSTRUCTION, INC.

This AMENDMENT TO CONTRACT is entered into on September 13, 2006 between "the Parties", the Lake Worth Drainage District ("the DISTRICT"), and Murray Logan Construction, Inc., a Corporation, FEID Number 591-208353, ("the CONTRACTOR").

WHEREAS, the Parties entered into that Contract dated August 3, 2006, wherein the CONTRACTOR agreed to provide services in conjunction with the DISTRICT'S Invitation to Bid No. JMA7477.01; and

WHEREAS, the Parties desire to change the commencement date from October 15, 2006 to October 5, 2006.

NOW, THEREFORE, the DISTRICT and the CONTRACTOR, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The Parties agree to change the commencement date from October 15, 2006 to October 5, 2006 and the period of performance of the Contract shall continue until the completion of all contractual obligations by the parties, but in no event later than August 1, 2007..
3. The CONTRACTOR will receive delivery of the revetment mats on site, commencing October 15, 2006.
4. All terms of the original Contract remain in full force and effect.

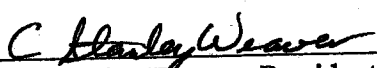
IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this AMENDMENT TO CONTRACT on the date first written above.

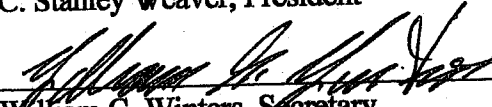
Approved as to Form and  
Legal Sufficiency

  
General Counsel

Date: 9/13/06

LAKE WORTH DRAINAGE DISTRICT,  
a Special Taxing District

By:   
C. Stanley Weaver, President

Attest:   
William G. Winters, Secretary

13081 Military Trail  
Delray Beach, FL 33484

[CORPORATE SEAL]

CONTRACTOR:

MURRAY LOGAN CONSTRUCTION, INC.

By: 

EDWARD F. O'LEARY VICE-PRESIDENT

Printed Name and Title

313 65<sup>th</sup> Trail North  
West Palm Beach, FL 33413

Post Office Address

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID WB  
LOGMU01

DATE (MM/DD/YYYY)  
10/13/06

|  |  |   |               |
|--|--|---|---------------|
| <b>PRODUCER</b><br>Gateway Insurance Agency<br>Fort Lauderdale Branch<br>2430 W. Oakland Park Blvd.<br>Fort Lauderdale FL 33311<br>Phone: 954-735-5500 Fax: 954-735-2852 |  | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |               |
| <b>INSURED</b><br><br>Murray Logan Construction, Inc<br>Attn: Mr. David Logan<br>313 65 Trail North<br>West Palm Beach FL 33413  |  | <b>INSURERS AFFORDING COVERAGE</b>  | <b>NAIC #</b> |
|  |  | INSURER A: <b>St. Paul Travelers</b>  | <b>40282</b>  |
|  |  | INSURER B: <b>AIG Specialty</b>   | <b>26883</b>  |
|  |  | INSURER C:  |               |
|  |  | INSURER D:  |               |
|  |  | INSURER E:  |               |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE  | POLICY NUMBER   | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |            |
|----------------|-------|--|-----------------|----------------------------------|-----------------------------------|--|------------|
| A              |       | GENERAL LIABILITY  | DTCO836G6808    | 05/01/06                         | 05/01/07                          | EACH OCCURRENCE  | \$ 1000000 |
|                |       | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                               |                 |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence)  | \$ 300000  |
|                |       | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                 |                 |                                  |                                   | MED EXP (Any one person)   | \$ 5000    |
|                |       | <input checked="" type="checkbox"/> Blk AI/Waiver  |                 |                                  |                                   | PERSONAL & ADV INJURY  | \$ 1000000 |
|                |       | GEN'L AGGREGATE LIMIT APPLIES PER:   |                 |                                  |                                   | GENERAL AGGREGATE  | \$ 2000000 |
|                |       | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                 |                                  |                                   | PRODUCTS - COMP/OP AGG   | \$ 2000000 |
|                |       | <b>Emp Ben.</b>  |                 |                                  |                                   | 1000000  |            |
| A              |       | AUTOMOBILE LIABILITY   | DT810836G681A   | 05/01/06                         | 05/01/07                          | COMBINED SINGLE LIMIT (Ea accident)  | \$ 1000000 |
|                |       | <input checked="" type="checkbox"/> ANY AUTO   |                 |                                  |                                   | BODILY INJURY (Per person)   | \$         |
|                |       | <input type="checkbox"/> ALL OWNED AUTOS   |                 |                                  |                                   | BODILY INJURY (Per accident)   | \$         |
|                |       | <input type="checkbox"/> SCHEDULED AUTOS   |                 |                                  |                                   | PROPERTY DAMAGE (Per accident)   | \$         |
|                |       | <input checked="" type="checkbox"/> HIRED AUTOS  |                 |                                  |                                   |  |            |
|                |       | <input checked="" type="checkbox"/> NON-OWNED AUTOS  |                 |                                  |                                   |  |            |
|                |       | GARAGE LIABILITY   |                 |                                  |                                   | AUTO ONLY - EA ACCIDENT  | \$         |
|                |       | <input type="checkbox"/> ANY AUTO  |                 |                                  |                                   | OTHER THAN EA ACC  | \$         |
|                |       |  |                 |                                  |                                   | AUTO ONLY: AGG   | \$         |
| A              |       | EXCESS/UMBRELLA LIABILITY  | DTSMCUP836G6845 | 05/01/06                         | 05/01/07                          | EACH OCCURRENCE  | \$ 5000000 |
|                |       | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                 |                 |                                  |                                   | AGGREGATE  | \$ 5000000 |
|                |       | <input type="checkbox"/> DEDUCTIBLE  |                 |                                  |                                   |  | \$         |
|                |       | <input checked="" type="checkbox"/> RETENTION \$10000  |                 |                                  |                                   |  | \$         |
| B              |       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  | WC5310768       | 10/15/06                         | 10/15/07                          | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |            |
|                |       | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?                                      |                 |                                  |                                   | E.L. EACH ACCIDENT   | \$ 500000  |
|                |       | If yes, describe under SPECIAL PROVISIONS below  |                 |                                  |                                   | E.L. DISEASE - EA EMPLOYEE   | \$ 500000  |
| A              |       | OTHER  |                 |                                  |                                   | E.L. DISEASE - POLICY LIMIT  | \$ 500000  |
|                |       | Equipment Floater  | QT660274D302A   | 05/01/06                         | 05/01/07                          | Scheduled  | 4709914    |
|                |       |  |                 |                                  |                                   | Rented   | 500000     |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

PALBE40

PALM BEACH COUNTY  
BOARD OF COMMISSIONERS,  
ENGINEERING & PUBLIC WORKS DEP  
P.O. BOX 21229  
WEST PALM BEACH FL 33416

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*David Logan*

Bond No. PRF874392700

## Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Murray Logan Construction, Inc.  
313 65TH TRAIL NORTH  
WEST PALM BEACH FL, 33413

**SURETY:**

Fidelity and Deposit Company of Maryland  
3910 Keswick Road, Baltimore MD, 21211

**OWNER (Name and Address):**

Palm Beach County Board of County Commissioners  
50 S. Military Trail, Suite 110  
West Palm Beach FL, 33415

**CONSTRUCTION CONTRACT**

Date: 11/02/2006

Amount: \$ \$477,877.40 Four Hundred Seventy Seven Thousand Eight Hundred Seventy Seven and Forty Cents DOLLARS

Description (Name and Location): Connors Highway L-10 Canal Revetment

**BOND**

Date (Not earlier than Construction Contract Date): 11/02/2006

Amount: \$ \$477,887.40 Four Hundred Seventy Seven Thousand Eight Hundred Eighty Seven and Forty Cents DOLLARS

Modifications to this Bond:

X None

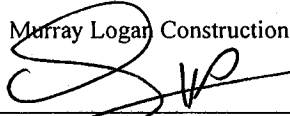
See Page 3

**CONTRACTOR AS PRINCIPAL**

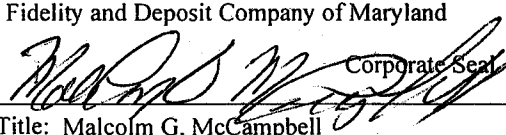
Company: Murray Logan Construction, Inc.

**SURETY**

Company: Fidelity and Deposit Company of Maryland

Signature: 

Corporate Seal

Signature: 

Corporate Seal

Name and Title: DAVID LOGAN V.P.

Name and Title: Malcolm G. McCampbell

Attorney-In-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

ACORDIA SOUTHEAST, INC.  
PO BOX 4237  
WEST PALM BEACH FL, 334024237  
561-655-5500

Printed in cooperation with the American Institute of Architects (AIA) by Fidelity and Deposit Company of Maryland

Fidelity and Deposit Company of Maryland

vouches that the language in the document conforms exactly to the

language used in AIA Document A-312, December 1984 Edition.

PRF76002ZZ0601F

Without Modifications

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it

may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contractors, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction

shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the

Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page).

CONTRACTOR AS PRINCIPAL  
Company:

(Corporate Seal)

SURETY:  
Company:

(Corporate Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address:

Address:

Bond No. PRF874392700

## Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Murray Logan Construction, Inc.  
313 65TH TRAIL NORTH  
WEST PALM BEACH FL, 33413

**OWNER (Name and Address):**

Palm Beach County Board of County Commissioners  
50 S. Military Trail, Suite 110  
West Palm Beach FL, 33415

**CONSTRUCTION CONTRACT**

Date: 11/02/2006

Amount: \$ \$477,877.40 Four Hundred Seventy Seven Thousand Eight Hundred Seventy Seven and Forty C DOLLARS

Description (Name and Location): Connors Highway L-10 Canal Revetment

**SURETY: Fidelity and Deposit Company of Maryland**

3910 Keswick Road, Baltimore MD, 21211

**BOND**

Date (Not earlier than Construction Contract Date): 11/02/2006

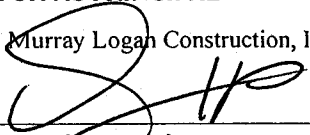
Amount: \$ \$477,877.40 Four Hundred Seventy Seven Thousand Eight Hundred Eighty Seven and Forty Ce DOLLARS

Modifications to this Bond:

None  See Page 3

**CONTRACTOR AS PRINCIPAL**

Company: Murray Logan Construction, Inc.

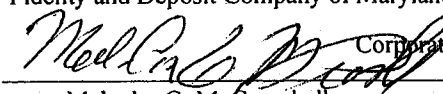
Signature: 

Name and Title:

DAVID LOGAN, VP. Corporate Seal

**SURETY**

Company: Fidelity and Deposit Company of Maryland

Signature: 

Name and Title: Malcolm G. McCampbell

Attorney-In-Fact Corporate Seal

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

ACORDIA SOUTHEAST, INC.

PO BOX 4237

WEST PALM BEACH FL, 334024237

561-655-5500

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Printed in cooperation with The American Institute of Architects (AIA) by Fidelity and Deposit Company of Maryland  
Fidelity and Deposit Company of Maryland vouches that the language in the document conforms exactly to  
the language used in AIA Document A-312, December 1984 EDITION.

PAY76002ZZ0501F  
Without Modifications

Bond Number: PRF874392700

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**HOME OFFICE: 3910 KESWICK ROAD, BALTIMORE, MD 21211**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by Frank E. Martin, Jr., Vice President and Gerald F. Haley, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the next page hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Malcolm G. McCampbell, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: Bond or undertaking number PRF874392700, issued on behalf of Murray Logan Construction, Inc., as Principal in a penalty not to exceed the sum of Five Hundred Seventy Three Thousand Four Hundred Fifty Two and Forty Cents (\$ 573,452) and the execution of such bond or undertaking in pursuance of these presents, shall be as binding upon said company, as fully and amply, to all intents and purposes, as if it had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, MD, in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the next page hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND this 2nd day of November, A.D. 2006.

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gerald F. Haley*  
Gerald F. Haley Assistant Secretary

By: *Frank E. Martin Jr.*  
Frank E. Martin, Jr. Vice President

State of Maryland }  
County of Baltimore } ss:

On this 2nd day of November, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came Frank E. Martin, Jr., Vice President, and Gerald F. Haley, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Stephen G. Moxley*  
Stephen G. Moxley Notary Public  
My Commission Expires: November 1, 2007

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 2nd day of November, 2006.

*L.L. Goucher*

L.L. Goucher

*Assistant Secretary*





September 12, 2006

Palm Beach County Road & Bridge Division  
3700 Bevedere Road  
Building C  
West Palm Beach, FL 33406

ATTN: Mr. Mike Bowman, Director

RE: Conner Highway L-10 Canal Revetment

Dear Mr. Bowman:

Please let this letter serve as confirmation that we will honor the terms and conditions of the Lakeworth Drainage District Contract # 06-8035S.02 should you elect to piggyback the Conner Highway Project onto this contract.

I have enclosed a copy of the Lakeworth Contract for your information.

Please note the price is valid through December 31, 2006. Also payment is due upon receipt of invoice.

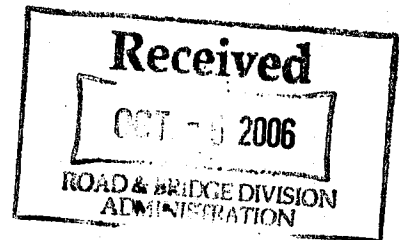
If you have any questions, please feel free to contact me.

Sincerely,  
TREMIRON, INC

MARISA PACITTI  
Vice President

MP:ep

enclosures



**Manufacturer of Pavers, Retaining Walls and Erosion Control Products**

- 11321 NW 112th Court • Medley, Florida 33178 • Phone (305) 825-9000
- 2885 St. Clair Street • Jacksonville, Florida 32254 • Phone (904) 359-5900
- 3144 Highway 17 NE • Arcadia, Florida 34266 • Phone (863) 491-0990

[www.tremron.com](http://www.tremron.com)

ATTEST:

SHARON R. BOCK, Clerk and Comptroller

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

\_\_\_\_\_  
COUNTY ATTORNEY

*Charles Rich*  
\_\_\_\_\_  
ENGINEERING

COPY

CONTRACT NO. 06-8035S.02

**Contract for Sale of Goods**

Agreement made this 2 day of August, 2006, between TREMRON ~~MIAMI~~, INC., of 11321 N.W. 138<sup>th</sup> Street, City of Miami, County of Dade, State of Florida, a corporation organized and existing under the laws of the State of Florida, seller, and LAKE WORTH DRAINAGE DISTRICT, of 13081 Military Trail, City of Delray Beach, County of Palm Beach, State of Florida, buyer.

**Section One.**

**Sale**

Seller agrees to sell and deliver and buyer agrees to buy, receive, and pay for during the term and in accordance with the provisions of this contract the quantity set forth below of the products named below, and at the prices specified.

Seller agrees to meet all conditions, specifications, and requirements, as provided in the Bid Specifications.

**Section Two.**

**Products**

In the performance of their respective obligations, seller will deliver and buyer will receive and pay for the following grades and/or brands of products of the kind and quality marketed by seller at the time and place of deliver, as set forth below:

**Erosion Control Block [8' X 40' Shore Block BD] with  
Stainless Steel Cable and Filter Fabric,  
Crimps, Crimpers and Spreader Bar(s)**

**A. Quantities**

**First thirty (30) calendar days – 400 mats  
Daily production – 20 mats  
Weekly production – 100 mats  
Until Completion of Job**

## **B. Method and Place of Delivery**

Revetment mats to be delivered to the jobsite commencing November 15, 2006, and until completion or cancellation of job. TREMRON will deliver 10 truckloads per day for two weeks; and thereafter 10 truckloads per/day every other week.

Filter Fabric to be delivered to the jobsite commencing November 1, 2006. Spreader bars have previously been delivered to Murray Logan Construction, Inc. Crimps and crimpers to be delivered to the job site November 1, 2006.

### **Section Three.**

#### **Terms of Payment**

Payment requests to buyer shall be in the form of approved invoices with corresponding delivery tickets signed by Murray Logan Construction, Inc. and approved by Bridge Design Associates, Inc.

### **Section Four.**

#### **Duration of Contract**

This contract shall continue in effect for a period of 300 days from **October 15, 2006 to August 11, 2007.**

In addition to all other available remedies, seller may terminate this contract upon any default by buyer under this contract. Any termination shall be without prejudice to accrued rights of seller. All rights and remedies of seller are cumulative. Without prejudice to other rights or remedies, seller may, during any default by buyer, suspend deliveries.

### **Section Five.**

#### **Product Prices**

The product prices of **\$3.50 per sq. ft. for Shore Block BD Erosion Control Block with Stainless Steel Cable and \$.21 per sq. ft. for Filter Fabric** shall be a guaranteed price for other possible projects until December 31, 2006.

## **Section Six.**

### **Warranty**

Seller warrants to buyer that all products delivered under an order shall be free from defects in materials and workmanship, that all products will conform to the requirements of the order including, but not limited to, the applicable descriptions, specifications, and drawings that shall have been agreed to by the parties and, to the extent such items are not manufactured pursuant to detailed designs furnished by buyer, that all items will be free from all defects in design and installation; and shall be suitable for the intended purposes. The warranty period shall extend to final acceptance by buyer in accordance with the final acceptance test procedures as mutually agreed between buyer and seller, whichever occurs last.

All units shall be sound and free from defects that would impair the strength or performance of the product. Cracks incidental to the usual methods of manufacture and chipping resulting from customary methods of handling in shipping, deliver, transfer or placement shall not be deemed grounds for rejection.

## **Section Seven.**

### **Changes**

Seller shall not initiate or make any change or modification in the performance, specification, design, materials, or components in or of the product without, in each case, having received buyer's prior written consent to any proposed change or modification. The acceptance of any product that has been so changed or modified without buyer's prior written consent shall be subject to revocation and buyer may reject such product at any time in spite of any time limitations contained elsewhere in this agreement. Further, seller shall be liable and shall defend, indemnify, and hold buyer harmless for any claims or damages, direct or indirect, incidental or consequential, arising from or occasioned by any change or modification to the product that has not been approved by buyer, notwithstanding any other limitations or waivers of liability, warranty, or remedy contained in this agreement.

## **Section Eight.**

### **Indemnification**

Seller agrees to indemnify and hold harmless buyer, its officers, agents, and employees, from and against any and all liabilities, damages, losses, costs, and expenses for injury or death of any officer, agent, or employee of seller, arising out of or in connection with products and services to be provided under this agreement. Buyer agrees to indemnify and hold harmless seller and its officers, from and against all liabilities, damages, losses, costs, and expenses for injury or death of any officer, agent, or employee of buyer, arising out of or in connection with products and services to be

provided under this agreement. Seller and buyer also each agree to release and waive any liability of any claim against the other, its officers, agents, and employees, for loss of or damage to property, including loss of use arising directly or indirectly out of or in connection with the other's performance under this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

WITNESSES:

Valia Medina

(1) Witness Signature

Valia Medina

Printed Name of Witness

Fernando Guerrero

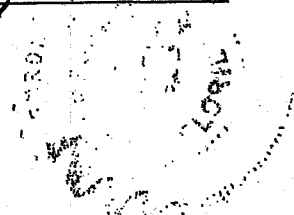
(2) Witness Signature

FERNANDO GUERRERO

Printed Name of Witness

TREMORON ~~MAINT~~ INC.  
By: Marisa Pacitti  
Marisa Pacitti, NP  
Printed Name and Title

CORPORATE SEAL



Juan M. Aspor

(1) Witness Signature

Juan M. Aspor

Printed Name of Witness

Frances A. Cappellini

(2) Witness Signature

Frances A. Cappellini

Printed Name of Witness

LAKE WORTH DRAINAGE DISTRICT

By: C. Stanley Weaver  
C. Stanley Weaver, President

Attest: William G. Winters  
William G. Winters, Secretary

CORPORATE SEAL



CONTRACT NO. 06-8035S.02

**Amendment to Contract for Sale of Goods**

Agreement made this day of September 13, 2006, between **TREMRON, INC.**, of 11321 N.W. 138<sup>th</sup> Street, City of Miami, County of Dade, State of Florida, a corporation organized and existing under the laws of the State of Florida, seller, and **LAKE WORTH DRAINAGE DISTRICT**, of 13081 Military Trail, City of Delray Beach, County of Palm Beach, State of Florida, buyer.

**WHEREAS**, seller and buyer entered into that Contract for Sale of Goods dated August 2, 2006, wherein seller agreed to provide products in conjunction with the buyer's Bid Specifications; and

**WHEREAS**, seller and buyer desire to amend the conditions of the original Contract for Sale of Goods, as set forth herein.

**NOW, THEREFORE**, the seller and buyer, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Section Two – Products, is hereby amended to read:

**Erosion Control Block [8' X 28' Shore Block BD] with  
Stainless Steel Cable and Filter Fabric,  
Crimps, Crimpers and Spreader Bar(s)**

3. Section Two – B. Method and Place of Delivery, is hereby amended to read:

**Revetment mats to be delivered to the jobsite commencing October 15, 2006, and until completion or cancellation of job. TREMRON will deliver 10 truckloads per day for two weeks; and thereafter 10 truckloads per/day every other week.**

4. All terms of the original Contract for Sale of Goods remain in full force and effect.

**IN WITNESS WHEREOF**, the parties or their duly authorized representatives hereby execute this Amendment to Contract for Sale of Goods on the date first written above.

Approved as to Form and  
Legal Sufficiency

  
General Counsel

Date: 9/13/06

LAKE WORTH DRAINAGE DISTRICT

By:   
C. Stanley Weaver, President

Attest:   
William G. Winters, Secretary

[CORPORATE SEAL]

13081 Military Trail  
Delray Beach, FL 33484-1105

WITNESSES:

Valia Medina

(1) Witness Signature

Valia Medina

Printed Name of Witness

Fernando

(2) Witness Signature

FERNANDO GUERRERO

Printed Name of Witness

TREMRON, INC.

By: Marissa Pacitti

Marissa Pacitti, Vice President

Printed Name and Title

CORPORATE SEAL