

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	\$89,450	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$89,450	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No
 Budget Acct No.: Fund 3600 Dept. 581 Unit P626/P657 Object 4611. \$7,380
0001580 5224-92-4611 2,170

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

Park Improvement Fund
 Phil Foster Park Boat Ramp Maintenance Dredging
 Stub Canal Boat Ramp Improvements

***\$89,450**

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

atwillhite 8-15-08 *[Signature]*
 OFMB SH 8/14/08 Contract Dev. and Control
SH 8/19/08 VO 8/1/08 *[Signature]* 8/20/08

B. Approved as to Form and Legal Sufficiency:

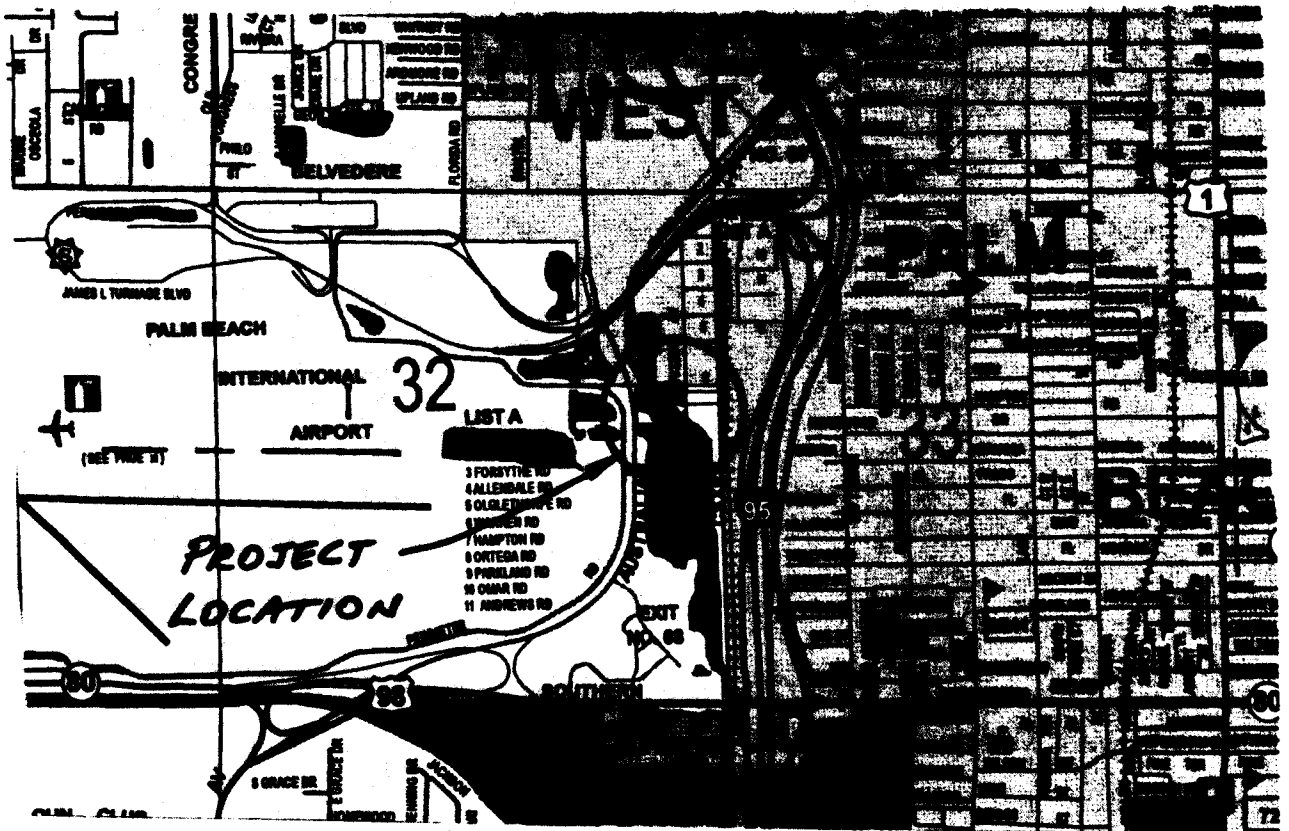
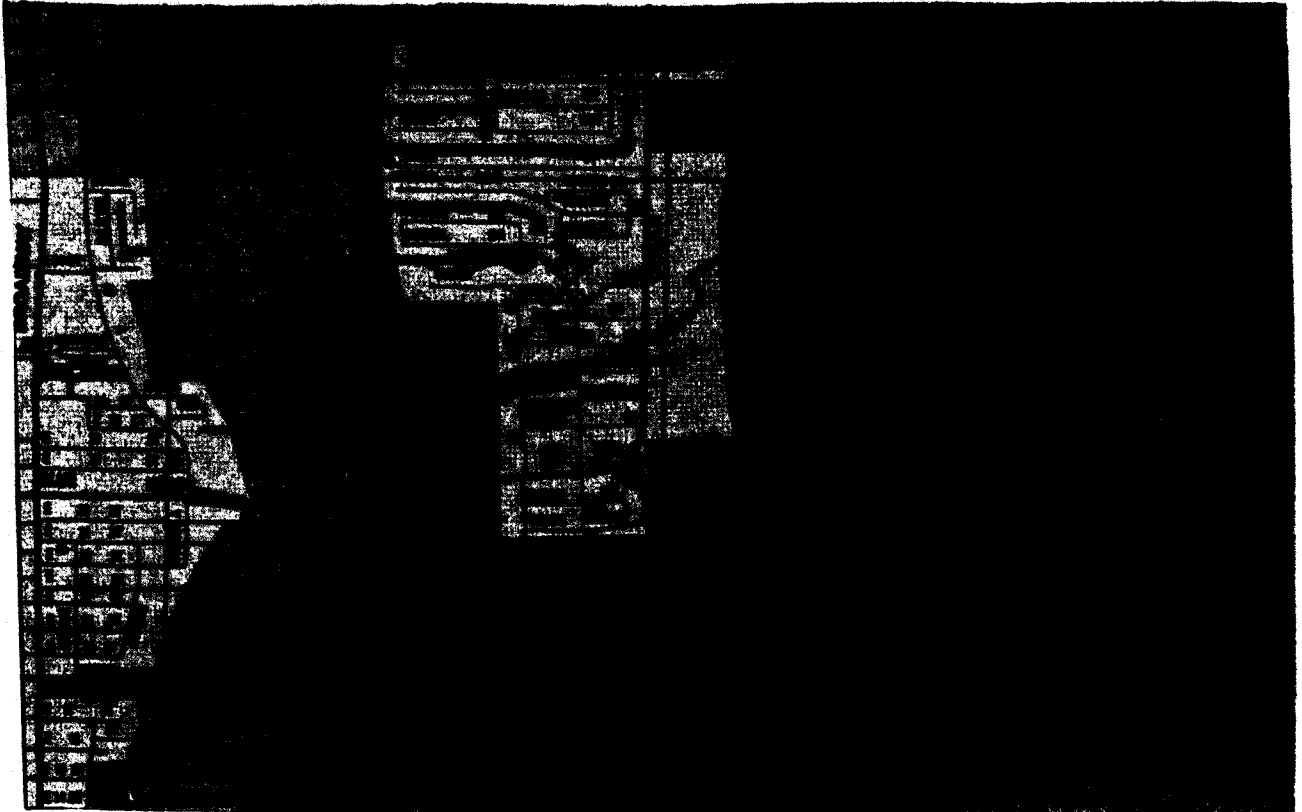
Marlene R. [Signature] 8/25/08
 Assistant County Attorney

C. Other Department Review:

[Signature]
 Department Director

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

**PROJECT LOCATION
PHIL FOSTER PARK BOAT RAMP
STUB CANAL BOAT RAMP
PROJECT NO. 2008059**



LOCATION SKETCH

CONTRACT

THIS CONTRACT, made and entered into JUL 02 2008 , between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and MURRAY LOGAN CONSTRUCTION, INC., hereinafter referred to as the "Contractor".

WITNESSETH:

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

Phil Foster Park Boat Ramp Maintenance Dredging

and

Stub Canal Boat Ramp Improvements

Palm Beach County Project #2008059

in accordance with the Annual General Contracting Services agreement with Northern Palm Beach County Improvement District, hereinafter referred to as the NPBCID, commencing on October 1, 2006 and extended through September 30, 2008 and numbered PRJ-216. The terms of said contract are hereby incorporated by reference 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 frame specified in this Contract. All references to NPBCID in Contract PRJ-216, shall be construed as references to Palm Beach County, its Departments, Divisions and assigns.

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of Eighty-nine Thousand Four Hundred Fifty Dollars (\$89,450.00). The prices named in the Contract are for the completed work and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood that the Contractor holds and will maintain current appropriate certification and/or license for the purpose of performing the specified work pursuant

to this Contract. The time limit for the Substantial Completion of all work under this contract shall be 120 calendar days. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

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 his 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.

ATTEST:

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By: _____

By: George T. Webb
George T. Webb, P.E., County Engineer
Department of Engineering

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

CONTRACTOR

Mark R. Little
Assistant County Attorney

Murray Logan Construction, Inc.
a Florida corporation

ATTEST

By: [Signature]
(signatory)

[Signature]
(witness signature)

David Logan
(print signatory's name)

Kurt Kasper, Assistant Sec.
(witness name printed)

It's PRESIDENT
(print title)

(witness signature)

_____, 200____
(date of execution)

(witness name printed)

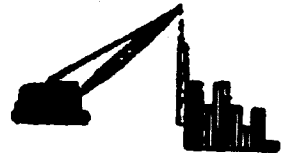
(Corporate Seal)

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



June 12, 2008

Palm Beach County
Department of Engineering & Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229
Attn: Mr. Mark Sinkhorn, P.E., Sr. Prof. Engineer

Re: Phil Foster Boat Ramp Maintenance Dredging
And Stub Canal Boat Ramp Improvements
PBC Project No. 2008059

Dear Mr. Sinkhorn:

Enclosed are two Contracts executed by Contractor. We have not dated the Contracts and authorize Palm Beach County to date the Contracts, Bonds, etc. upon final execution of Contract.

Please let me know if you need additional information.

Sincerely yours,

A handwritten signature in black ink, appearing to read "David Logan".

David Logan
President

RECEIVED
JUN 13 2008

Ej. de la M



2054 Vista Parkway
Suite 400
West Palm Beach, FL 33411-2718
561.655.5500 Office
561.655.5509 Fax

March 18, 2008

Wells Fargo Insurance
Services Southeast, Inc.

Palm Beach County
P.O. Box 21229
West Palm Beach, FL 33413

RE: Murray Logan Construction Company Bond No. 8877177
Project: Phil Foster Boat Ramp Maintenance

Gentlemen:

We have executed the above captioned bond(s) on behalf of Murray Logan Construction Inc. Please note that we have not dated the bond(s) or Power(s) of Attorney.

Please accept this letter as authorization to date the enclosed Performance and Payment Bond(s), as well as the attached Power(s) of Attorney with regards to the above referenced project. Please date the bond(s) concurrently with the contract date.

Should you have any questions, please do not hesitate to contact our office

Sincerely,

Malcolm G. McCampbell
Attorney-In-Fact

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, 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 reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute and appoint Sam L. ELLINGTON, Malcolm G. MCCAMPBELL and Brian Douglas COTTRELL, all of West Palm Beach, Florida, EACH 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: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they 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. This power of attorney revokes that issued on behalf of Sam L. ELLINGTON, Malcolm G. MCCAMPBELL, Audrey E. BOYD, Brian Douglas COTTRELL, dated May 4, 2004.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side 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 24th day of November, A.D. 2004.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Assistant Secretary

William J. Mills

By:

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 24th day of November, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, 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.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2007

MURRAY LOGAN CONSTRUCTION, INC.

General Contractors
313 65th Trail North
West Palm Beach, FL 33413
TELEPHONE 561-686-3948
FAX 561-686-7465

QUOTATION

DATE: 2/6/08

TO: Palm Beach County Parks
Fax: 963-6747
Attn: Mr. John McCarthy

NAME OF PROJECT:
Phil Foster Boat Ramp Maintenance Dredging

LOCATION:
PBC

PLANS AND SPECIFICATIONS:
PBC Parks

WE PROPOSE TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT TO PERFORM THE FOLLOWING:

1. Perform Maintenance Dredging of Fill That Has Built Up On Boat Ramps to Return To Design/Functional Depths.

Mobilize.

Supply/install turbidity screens and Manatee signs.

Excavate and haul away fill for off site disposal using barge mounted excavator and push boat.

Excavation to include up to 200 cy. (100 cy. Estimated x 2ea. Ramps)

Demobilize.

FOR THE LUMP SUM OF \$25,070

NOTES:

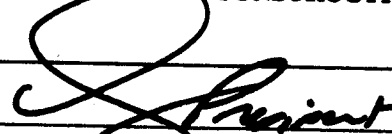
1. Permits and fees to be obtained by PBC.
2. If additional material must be removed, add \$5,000 for each additional barge load (up to 100 cy per load).
3. Billing To Be Per Northern Palm Beach County Annual Contract Rates as follows:

5 Man Crew with Pickup	55 hours x \$189/hour =	\$10,395
Track Backhoe 1.5 CY	55 hours x \$160/hour =	\$8,800
Dump Truck 18 CY	10 hours x \$65/hour =	\$650
Loader 4 CY	55 hours x \$95/hour =	\$5,225
Total		\$25,070

BUYERS' SIGNED ACCEPTANCE CONSTITUTES A BINDING CONTRACT. IN THE EVENT THERE IS ANY DEFAULT IN PAYMENTS DUE UNDER THIS CONTRACT AND THE SAME IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION, THE PURCHASER AND/OR PURCHASERS HEREBY AGREE TO PAY ALL COST OF COLLECTION INCLUDING, BUT NOT LIMITED TO, A REASONABLE ATTORNEY'S FEE. TERMS NET 30 DAYS.

ACCEPTED:

MURRAY LOGAN CONSTRUCTION, INC.



DATE _____

TITLE: David Logan, President

RECEIVED
 FEB 23 2008

FAXED
 02/13/08

**PALM BEACH COUNTY
 PARKS & RECREATION DEPARTMENT
 BUDGET AVAILABILITY STATEMENT**

Ed. Lee MA

REQUEST DATE: 02/13/08 **REQUESTED BY:** Mark Sinkhorn **PHONE#:** 684-4073
FAX #: 684-4171

PROJECT TITLE: Phil Foster **PROJECT #**

ORIGINAL CONTRACT/ANNUAL AMOUNT: \$25,070 **BCC ESOLUTION#DATE:**

CONTRACTOR/CONSULTANT: Murray Logan Construction, Inc.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Phil Foster Park Boat Ramp Maintenance Dredging.

AMOUNT REQUESTED ON THIS BAS:

CONSTRUCTION	\$25,070.00
ARCHITECTURE/ENGINEER	
*STAFF COSTS	
BOND WAIVER	
EQUIPMENT	
OTHER	
TOTAL	\$25,070.00

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3800 **DEPT:** 581 **UNIT:** P626 **OBJECT:** 4611 **\$23,000.00**
FUND: 0001 **DEPT:** 580 **UNIT:** 5224-92 **OBJECT:** 4611 **\$2,070.00**
Total **\$25,070.00**

BAS APPROVED BY: *C.M. P. [Signature]* **DATE:** _____

Encumbrance: _____

FUNDING SOURCE(S)

Bond

Impact Fees

Park Improvement Fund

Ad Valorem

Other

BAS APPROVAL

FULLY FUNDED WITHIN CURRENT BUDGET *ch*

FULLY FUNDED PENDING BUDGET TRANSFER _____

MURRAY LOGAN CONSTRUCTION, INC.

General Contractors
313 65th Trail North
West Palm Beach, FL 33413
TELEPHONE 561-686-3948
FAX 561-686-7465

QUOTATION

DATE: 12/18/07

TO: Palm Beach County Parks Department
Attn: Mr. John McCarthy
Fax #: 966-6678

NAME OF PROJECT:
Stub Canal Boat Ramp Improvements

LOCATION:
P.B.C.

PLANS AND SPECIFICATIONS:
Palm Beach County Parks

WE PROPOSE TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT TO PERFORM THE FOLLOWING:

1. Reconstruct Boat Ramps Using Interlocking Concrete Block Revetment as follows:
 - A. Mobilize.
 - B. Remove existing ramps and dispose of debris.
 - C. Supply/install rock bedding on filter cloth and grade in preparation for new ramp.
 - D. Supply/install interlocking concrete revetment mats to form 2ea. 22' x 32' ramps.
 - E. Reconstruct concrete apron slab between revetment mats and approach slabs.
 - F. Supply/install rock riprap toe protection around sides and base of ramp.
 - G. Demobilize.

FOR THE LUMP SUM OF \$64,380

1. Murray Logan Construction, Inc. will honor all terms and conditions of our existing Contract with Northern Palm Beach County Improvement District should Palm Beach County elect to piggy back said Contract for this project. The following unit rates would apply:

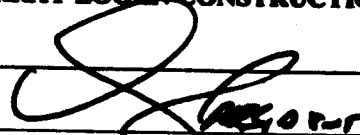
A. Removal and Disposal of 4" thick concrete	1,320 sf @ \$2.25/sf =	\$2,970
B. Installation of 6" Pervious Concrete	1,400 sf @ \$15/sf =	\$21,000
C. Installation of 8" Pervious Concrete	132 sf @ \$22.50/sf =	\$2,970
D. Supply/install natural stone riprap	320 tons @ \$112/ton =	\$35,840
E. Canal Excavation	80 cy @ \$20/cy =	\$1,600
Total For A through E Equals		\$64,380

BUYERS' SIGNED ACCEPTANCE CONSTITUTES A BINDING CONTRACT. IN THE EVENT THERE IS ANY DEFAULT IN PAYMENTS DUE UNDER THIS CONTRACT AND THE SAME IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION, THE PURCHASER AND/OR PURCHASERS HEREBY AGREE TO PAY ALL COST OF COLLECTION INCLUDING, BUT NOT LIMITED TO, A REASONABLE ATTORNEY'S FEE. TERMS NET 30 DAYS.

ACCEPTED:

DATE _____

MURRAY LOGAN CONSTRUCTION, INC.



TITLE: David Logan, President

FAXED
02/04/08

**PALM BEACH COUNTY
PARKS & RECREATION DEPARTMENT
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 02/13/07

REQUESTED BY: Mark Sinkhorn

PHONE#: 684-4073

FAX #: 684-4171

PROJECT TITLE: Stub Canal Boat Ramp Improvements

PROJECT #

ORIGINAL CONTRACT/ANNUAL AMOUNT: \$84,380.00

BCC ESOLUTION#DATE:

CONTRACTOR/CONSULTANT: Murray Logan Construction, Inc.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Stub Canal Boat Ramp Improvements

AMOUNT REQUESTED ON THIS BAS:

CONSTRUCTION	\$84,380.00
ARCHITECTURE/ENGINEER	
*STAFF COSTS	
BOND WAIVER	
EQUIPMENT	
OTHER	
TOTAL	\$84,380.00

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3800

DEPT: 581

UNIT: P657

OBJECT: 4811

BAS APPROVED BY: *Robin E. [Signature]* DATE: _____

Encumbrance: _____

RECEIVED
MAR - 7 2008

[Signature]

G:\Chopelak\BAS\Forms\F657 Stub Canal Boat Ramp FRP.doc

FUNDING SOURCE(S)	
<input type="checkbox"/>	Bond
<input type="checkbox"/>	Impact Fees
<input checked="" type="checkbox"/>	Park Improvement Fund
<input type="checkbox"/>	Ad Valorem
<input type="checkbox"/>	Other

*BCC# 581 020308 2306 64/01/08 BC

BAS APPROVAL

FULLY FUNDED WITHIN CURRENT BUDGET *ck*
 FULLY FUNDED PENDING BUDGET TRANSFER *ck*

Payment Bond
Bond No. 8877177

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 (Name and Address of Principal Place of Business):
Fidelity and Deposit Company of Maryland
3910 Keswick Road Chesapeake Building 4th Floor
Baltimore, MD 21211

OWNER (Name and Address):
Palm Beach County
P.O. Box 21229
West Palm Beach, FL 33413

CONTRACT

Date:

Amount: \$89,450.00

Description (Name and Location): Phil Foster Boat Ramp Maintenance Dredging and Stub Canal Boat Ramp Improvement

BOND

Date: (Not earlier than Contract Date): JUL 02 2008

Amount: \$89,450.00

Modifications to this Bond Form: none

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)
Murray Logan Construction, Inc.

Signature: _____
Name and Title: Dan Logan President

SURETY
Company: _____ (Corp Seal)
Fidelity and Deposit Company of Maryland

Signature: _____
Name and Title: _____
(Attach Power of Attorney)

(Space if provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)

Signature: _____
Name and Title: _____

SURETY
Company: _____ (Corp Seal)

Signature: _____
Name and Title: _____

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the surety Association of America, Engineers Joint Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

This bond is executed pursuant to Florida Status Section 255.05 or Section 713.23, whichever is applicable and is subject to the notice and time limitation provisions

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

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

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

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. 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 of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 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 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.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the

work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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

15.3 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)

Signature: _____

Name and Title:

Address:

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

Performance Bond
Bond No. 8877177

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 (Name and Address of Principal Place of Business):
Fidelity and Deposit Company of Maryland
3910 Keswick Road Chesapeake Building 4th Floor
Baltimore, MD 21211

OWNER (Name and Address):
Palm Beach County
P.O. Box 21229
West Palm Beach, FL 33413

CONTRACT
Date:
Amount: \$89,450.00
Description (Name and Location): Phil Foster Boat Ramp Maintenance Dredging and Stub Canal Boat Ramp Improvement


BOND
Date: (Not earlier than Contract Date): JUL 02 2000
Amount: \$89,450.00
Modifications to this Bond Form: none

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: Murray Logan Construction, Inc. (Corp. Seal)

Signature: 
Name and Title: David Logan President

SURETY
Company: Fidelity and Deposit Company of Maryland (Corp Seal)

Signature: 
Name and Title: Malcolm G. McCampbell, Attorney-In-Fact (Attach Power of Attorney)

(Space if provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature: _____
Name and Title: _____

SURETY
Company: (Corp Seal)

Signature: _____
Name and Title: _____
(Attach Power of Attorney)

EJCDC No. 1910-28-A (1996 Edition)
Originally prepared through the joint efforts of the surety Association of America, Engineers Joint Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

This bond is executed pursuant to Florida Statute Section 255.05 or Section 713.23, whichever is applicable and is subject to the notice and time limitation provisions.

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 subcontracts, 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 of the suit 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: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP 15
100001

DATE (MM/DD/YYYY)
05/01/09

AGENCY
Gateway Insurance Agency
Fort Lauderdale Branch
2430 W. Oakland Park Blvd.
Fort Lauderdale FL 33311
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.

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Co.	
INSURER B: AIG Specialty	26883
INSURER C: The General Indemnity Co	25615
INSURER D: Supranational Property Casualty	29674
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.

LINE	TYPE OF COVERAGE	POLICY NUMBER	START DATE	END DATE	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Waive All GEN. AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	DTC08360680892108	05/01/08	05/01/09	EACH OCCURRENCE \$ 1,000,000 PRODUCTS TO BE COVERED (See schedule) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Emp Ben. 100,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	DT0108360681AC0808	05/01/08	05/01/09	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - SA ACCIDENT \$ OTHER THAN AUTO ONLY: SA ACC \$ AGG \$
D	<input checked="" type="checkbox"/> EXCESS COMMERCIAL LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	DTMC083606845TY108	05/01/08	05/01/09	EACH OCCURRENCE \$ 800,000 AGGREGATE \$ 800,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If Yes, describe how in detail (attach to policy)	WC5312823	10/15/07	10/15/08	EL EACH ACCIDENT \$ 500,000 EL DISEASE - SA EMPLOYER \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
C	Equipment Floater	QT660274D302A	05/01/08	05/01/09	Scheduled 5049382 Leased 50000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Project: #2008059, Project- Phil Foster Boat Ramp Maintenance and Stab Canal Boat Ramp Improvements Palm Beach County Board of County Commissioners is listed as an additional insured with respects to General Liability. *10 days notice for non-payment of premium.

CERTIFICATE HOLDER	CANCELLATION
PALM40 PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS P.O. BOX 21229 WEST PALM BEACH FL 33416	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL *30 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 ISSUER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>[Signature]</i>