

MURRAY LOGAN CONSTRUCTION, LLC

General Contractors

313 65th Trail North
West Palm Beach, FL 33413
Telephone 561-686-3948
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CGC 041939
QUOTATION

DATE: 1-15-2024

TO: Town of Palm Beach Public Works
Attn: Mr. Jason Debrincat/Ms. Julie Parham

NAME OF PROJECT:

Annie's Dock West Shoreline Improvements

LOCATION:

PB Inlet

PLANS AND SPECIFICATIONS:

Town of Palm Beach

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

1. Perform West Shoreline Improvements at Annie's Dock Park per attached Conceptual Sketch as follows:
 - A. Provide Signed Sealed Engineer's Plan. \$5,000
 - B. Mobilization/Demobilization. \$10,000
 - C. Demolition/Disposal (Shrubs, Fence, Debris). \$6,468
 - D. Construct Steel Sheet Pile Wall with Concrete Cap. \$85,668
 - E. Restore Rock Riprap, Fill and Gravel on Filter Cloth. \$21,714
 - F. Supply/Install 68 LF of 4' Tall Black Picket Fence. \$10,200
 - G. Vibration Monitoring and Report. \$4,000
 - Total For Above Equals \$143,050

Notes:

1. Conceptual Sketch is attached.
2. Steel Sheet Pile Wall includes 30 Wall Feet of 20' Long Steel Sheet Pile coated both sides with 16 mils coal tar epoxy. Also includes reinforced 2'x2' concrete cap as well as a closure pour to connect new sheets to existing bulkhead.
3. Fence Price is an allowance. Final cost to be final fence cost plus 15% markup.
4. Price excludes permits and permit fees.
5. Price includes signed and sealed engineering plans by Bolchoz Marine Advisors, Inc.
6. Installation of steel sheet piles is figured to be done with a vibratory hammer. If soil conditions result in vibrations approaching limits of concern, or if natural subsurface rock is encountered, the sheet piles are to be cut off to avoid damages to existing structures.

TERMS AND CONDITIONS ARE ATTACHED HERETO AND INCORPORATED HEREIN AS ATTACHMENT "A."

OWNER/ BUYERS' ACCEPTANCE CONSTITUTES A BINDING CONTRACT. IF OWNER/ BUYER REQUIRES CONTRACTOR TO PERFORM WITHOUT HAVING EXECUTED THE PROPOSAL AND INITIALING THESE TERMS AND CONDITIONS, THEN THE PROPOSAL AND THESE TERMS AND CONDITIONS ARE CONSIDERED ACCEPTED BY OWNER/ BUYER AND SHALL APPLY TO ALL WORK PERFORMED. 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. QUOTATION SUBJECT TO PRICE EXCALATIONS IF NOT ACCEPTED WITHIN 30 DAYS. TERMS NET 30 DAYS.

ACCEPTED:

MURRAY LOGAN CONSTRUCTION, LLC

David Logan, President

DATE _____

TITLE: David Logan, President

Attachment "A"
Murray Logan Construction, LLC
Terms and Conditions

1. The following terms and conditions apply to and are incorporated into and made a part of Contractor's Quotation (hereinafter the "Contract"). If Owner/ Buyer requires Contractor to perform without having executed the Quotation, then the Quotation and these terms and conditions are considered accepted by Owner/ Buyer and shall apply to all work performed.
2. All plans, specifications, technical provisions, schedules, exhibits and supplements made part of this Contract shall be attached hereto and listed as exhibits to the Contract. Contractor hereby agrees to do and perform, and to furnish, supply and pay for all labor, materials, plant, equipment, apparatus, transportation, fuel, energy, light, water, rental of equipment and other facilities, services and supplies necessary for the proper execution and completion of the following items or parts of the work specified and embraced in this Contract, and as may be directed by written change order as hereinafter provided, at and for the prices hereinafter stated in the Proposal (the "Work"). If the Contractor's work is to be performed on a time and material basis, such work shall be based on written direction from the Owner/ Buyer as to when and where the Work is to be performed on the Project.
3. All work hereunder shall be done to the satisfaction of Owner/ Buyer, and shall be subject to inspection, approval and acceptance by the Owner/ Buyer, or the Owner/ Buyer's architect, engineer or other representative ("Owner/ Buyer's Representative") as may be specified herein, and Contractor shall at all times provide sufficient, safe and proper facilities for such inspections.
4. Contractor shall provide adequate, competent, and experienced on-site supervision during the performance of the Work. Such supervision shall have the authority to carry out directions from Owner/ Buyer's Representative relating to Contractor's work or responsibilities.
5. Contractor shall be an independent contractor in all respects and shall be free of the control and supervision of Owner/ Buyer, except as explicitly provided in this Contract, as to the means and methods of performing the Work.
6. Unless otherwise agreed to in writing by Contractor and Owner/ Buyer, Contractor shall not be required to perform any engineering, design, or constructability services and shall be entitled to rely upon the representations and information provided by the Owner/ Buyer and the Owner/ Buyer's representatives, including any plans and specifications relating to the Work.
7. Contractor shall invoice the Owner/ Buyer monthly for the work performed on the Project. Owner/ Buyer shall pay Contractor's invoice, including for Final Payment, within thirty (30) days of Contractor's submission of the invoice to the Owner/ Buyer. If required for the work performed, Owner/ Buyer shall sign off on any time and material documentation required by Contractor concerning the Work performed. No retainage shall be withheld, unless the parties otherwise agree in writing. Upon receipt of full payment for Work performed, Contractor shall provide any as-built drawings, written guarantees and warranties relating to Contractor's Work.
8. Owner/ Buyer may, by written change order executed by both Owner/ Buyer and Contractor, make changes in the Work within the scope of the Contract. No changes will be made in the Contract or in the Work except upon such fully executed written change order agreed to by the Owner/ Buyer and Contractor. Should a written change order not be agreed upon by Owner/ Buyer and Contractor, then Contractor may refuse to perform such changed work. Contractor shall not be considered to be in material breach of the Contract for refusing to perform changed or extra work without an executed change order signed by both Owner/ Buyer and Contractor. Payment for any changes under this Section shall be made to Contractor pursuant to Paragraph 7. Should conditions in the field or information provided by the Owner/ Buyer or its representatives lead to Contractor having to incur additional costs and additional time to perform the Work, Contractor shall be entitled to such additional compensation, including an increase in pricing and increases in hourly labor and equipment rates, as applicable.
9. The Work under this Contract is intended to be completed as set forth on the face of the Proposal, unless agreed to by a written signed Change Order to be extended by Owner/ Buyer and Contractor. Should the Project duration delayed beyond the date set forth herein for any reason not caused by the Contractor, then all pricing in this Proposal is subject to increase at the discretion of the Contractor. Additionally, should the Contractor be delayed in the prosecution of the Work by the act, neglect or default of Owner/ Buyer or Engineer, or by any cause for which Contractor is not responsible, including performance of changed work, then the time fixed for the completion of the Work pursuant to the terms of this Contract shall be extended for a period equivalent to the time lost by reason of the causes aforesaid and as authorized by Owner/ Buyer, and Contractor shall be entitled to additional compensation due to the delay, including extended performance costs and extended home office overhead.
10. To the extent Contractor has been paid by Owner/ Buyer, Contractor shall turn Work over to Owner/ Buyer in good condition and free and clear of all liens and shall protect and save harmless Owner/ Buyer from all liens arising under the Contractor's performance of this Contract, and Contractor will at its own cost and expense cause to have any such liens removed from the Project.
11. Any dispute concerning the Work of this Contract, shall be litigated in the state courts of Palm Beach County, Florida (or the applicable federal court in Palm Beach County, Florida), unless otherwise agreed to in writing by the parties. The parties agree that the judge (or arbitrator, if applicable) shall be entitled to decide both the entitlement to attorneys' fees and costs and the amount of attorneys' fees and costs. In the event the parties agree in writing to resolve a dispute through arbitration, the arbitration will be arbitrated pursuant to the Construction Industry Arbitration rules of the American Arbitration Association with venue being in Palm Beach County, Florida.
12. The Owner/ Buyer and Contractor waive claims against each other for consequential damages, special damages, and other such damages, including but not limited to, lost business damages and lost prospective profits arising out of or relating to this Contract, unless otherwise specifically permitted elsewhere in this Contract.
13. Contractor is to secure, pay for and provide to Owner/ Buyer, certificates for workmen's compensation and general public liability, contractual liability and property damage liability insurance in such amounts as set forth in attached Exhibit A, but in any event not less than that required by

Florida law and the construction industry. Unless otherwise agreed to in writing by the Owner/ Buyer and Contractor, Contractor shall maintain the following minimum coverages as set forth in Exhibit A.

14. If the Contractor encounters contamination of any kind, including hazardous materials or substances that may lead to environmental concerns and foreseeable bodily injury or death to persons resulting from such contamination, materials or substances, including but not limited to fuel, oil, asbestos or polychlorinated biphenyl (PCB), the Contractor shall, upon recognizing such contamination or condition, immediately stop Work in the affected area and report the contamination or condition to the Owner/ Buyer in writing. Contractor shall not be required to resume its Work onsite until the contamination condition is resolved by the Owner/ Buyer. Owner/ Buyer represents to Contractor that no such contamination or condition on or within the Project site exists. Upon receipt of the Contractor's written notice, the Owner/ Buyer shall investigate and take whatever steps are necessary to address and resolve the contamination or condition reported by Contractor. When the contamination or condition has been resolved and/or rendered harmless, Work in the affected area shall resume upon written agreement of the Owner/ Buyer and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs, including costs for shut-down, delay and start-up.

15. To the fullest extent permitted by law, Owner/Buyer and Contractor shall indemnify, defend and hold harmless each other, and their officers, directors, agents and employees from and against all claims, liabilities, damages, losses and costs, including reasonable attorney's fees, resulting from or alleged to have resulted in whole or in part from any acts or omissions of each party or persons employed or utilized by the parties in the performance of the Contract. However, such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the party being indemnified.

The indemnification obligation under this article shall be limited to \$1,000,000 per occurrence. The parties specifically agree that such monetary limitation bears a reasonable commercial relationship to this Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this paragraph.

For only those services performed under this agreement specifically related to a construction contract for a public agency or in connection with a public agency's project then, to the fullest extent permitted by law, the Owner/Buyer and Contractor shall indemnify, defend and hold harmless each other, and their officers, directors, agents and employees from and against all claims, liabilities, damages, losses and costs, including reasonable attorneys' fees, resulting from or alleged to have resulted from any acts or omissions of each party or persons employed or utilized by each party to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of that party or persons employed or utilized by the party in the performance of the Contract.

Should any portion of this Section be determined void under Florida law, then the provision shall be revised and construed so as to require the greatest level of indemnification allowed under Florida law. This indemnification obligation herein shall survive the termination of this Contract.

16. The Proposal and these Terms and Conditions shall be governed by the laws of the State of Florida.

17. Partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision. Failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract, or to exercise any rights established in this Contract, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

18. This Contract is binding on the parties, their assigns, heirs and successors. This Contract represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

19. It is the intention of the parties hereto, and they hereby expressly agree accordingly, that no provision of this Contract shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person a third-party beneficiary of this Contract or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.