

Contract No. CM1535
Bid/RFP No. NC09-036

AGREEMENT
FLOATING DOCK IMPROVEMENTS
WILSON NECK (FAYE ROAD) BOAT RAMP & EDWARDS ROAD BOAT RAMP

THIS AGREEMENT entered into this 16th day of December, 2009, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as "Owner", and SteMic Enterprises, Inc., 16420 Old US 41, Ft. Myers, Florida 33912, doing business as a corporation, hereinafter referred to as "Contractor".

WITNESSETH: For and in consideration of the payments and agreements hereinafter mentioned, the parties agree as follows:

1. Contractor shall perform all work and furnish all necessary labor, equipment, material, and transportation for the Floating Dock Improvement Projects, Nassau County, Florida, Bid No. NC09-036, hereinafter referred to as the "Work".

2. WORK includes, but is not limited to, provide and construct for the Wilson Neck (Faye Road) Boat Ramp a ~~480~~ 432 square foot public accessory dock adjacent to an existing concrete public boat ramp consisting of a 30-foot by 4-foot gangway, a 6-foot by 12-foot landing, and a ~~36~~ 30-foot by 8-foot floating platform with collar stops on the piling elevated 1-foot above the creek bottom located at the end of Faye Road, Nassau County, Florida, on Gardner Creek, within the Nassau River St. Johns River Marshes Aquatic Preserve, pursuant to Rule 62-341.417, Florida Administrative Code (F.A.C.). In addition the work includes the construction of a 1157 sf concrete parking stall, 1120 sf concrete sidewalk with concrete foundation per engineering plans. Removal of 270 sf of exiting wooden dock and 477 sf concrete sidewalk; and provide and construct for Edwards Road Boat Ramp a 384 square foot public accessory dock adjacent to an existing concrete public boat ramp consisting of a 30-foot by 4-foot gangway, a 6-foot by 12-foot landing, and a 24-foot by 8-foot floating platform located at 436 Edwards Road, Nassau County, Florida, on the Nassau River, not within an aquatic

preserve pursuant to Rule 62-341.417, Florida Administrative Code (F.A.C.). In addition the work includes construction of a 1054 sf concrete parking stall, 67 sf concrete sidewalk with concrete foundation per engineering plans. Removal of 207 sf of existing dock and walkway.

3. The Contractor will commence the Work required by the Contract Documents within fifteen (15) calendar days after the date of the Notice to Proceed and will **SUBSTANTIALLY** COMPLETE the project within ninety (90) consecutive calendar days, and fully complete the Project in a total of one-hundred and twenty (120) consecutive calendar days after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.

4. The Owner has determined and declared the above-named Contractor to be the lowest responsible bidder on the above referenced Project, and has duly awarded this Contract to said Contractor, for the lump-sum named in the proposal, to-wit:

Item #1	Wilson Neck (Faye Road) Boat Ramp	\$49,620.00
Item #2	Edwards Road Boat Ramp	\$42,144.00

Ninety-one thousand seven hundred and sixty-four dollars and no cents (\$91,764.00)

(Total Amount of Bid)

The Owner shall pay the Contractor for the Work performed as follows: Lump Sum amount for each of the items listed in the bid summary.

The Owner reserves the right to make additions or deletions to work and/or any portions of the work. Compensation will be agreed to with a negotiated change order.

5. The Owner will pay the Contractor in a manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

6. The term "Contract Documents" means and includes the following:

- a. Advertisement for Bids
- b. Information/Instructions for Bidders

- c. Bid Form
- d. Sworn Statement
- e. Agreement
- f. Notice of Award
- g. Notice to Proceed
- h. Change Order Request
- i. Performance Bond
- j. Payment Bond
- k. Hold Harmless Agreement
- l. General Conditions
- m. Construction Plans prepared by the Engineer
- n. Soils Report
- o. Addenda

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

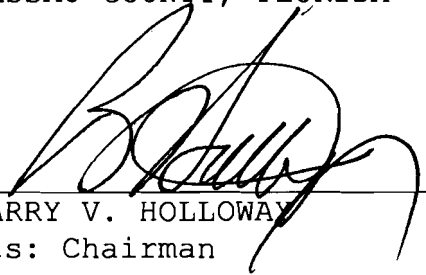
8. All facilities, programs, and services should be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA).

9. Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.


OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



BARRY V. HOLLOWAY
Its: Chairman

ATTEST:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

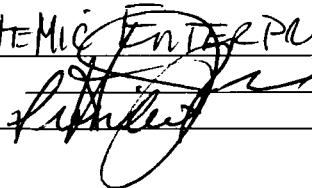
ESK 12/14/09

Approved as to form by the
Nassau County Attorney



DAVID A. HALLMAN

CONTRACTOR:

STEMIC ENTERPRISES, INC.
By: 
Its: _____