

**AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS,
NASSAU COUNTY, FL, FOR THE
SOUTH AMELIA ISLAND SHORE STABILIZATION PROJECT**

THIS AGREEMENT is made this 14th day of March, 2011, by and between the **Nassau County Board of County Commissioners**, hereinafter called the "Owner", and **Marinex Construction, Inc.**, hereinafter called the "Contractor".

WITNESSETH:

WHEREAS, the Nassau County Board of County Commissioners, on behalf of the South Amelia Island Shore Stabilization – Municipal Service Benefit Unit, has heretofore solicited Bids for all work and improvements and for the doing of all things included within the hereinafter specified Shore Stabilization Project.

WHEREAS, the Nassau County Board of County Commissioners, did find that the Contractor was the lowest and most responsible, responsive bidder for the hereinafter specified Shore Stabilization Project.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertakings, and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at his own cost and expense, to do all the work and furnish all the labor, materials, equipment, and other property necessary to satisfactorily do, construct, install, and complete all work and improvements for the South Amelia Island Shore Stabilization Project for the Nassau County Board of County Commissioners, all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents for said Contract, and to do, at his own cost and expense, all other things required of the Contractor by said Contract Documents for said work.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, subject to all stated exclusions, or, if not attached, as if hereto attached:

- 1.) Invitation to Bid
- 2.) Instructions to Bidders
- 3.) Bid
- 4.) General Conditions of the Contract
- 5.) Agreement
- 6.) Contract Specifications
- 7.) Contract Drawings
- 8.) All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing documents
- 9.) Any and all other documents or papers included or referred to in the foregoing documents including State and Federal Permits
- 10.) Any and all Addenda to the foregoing, all of which are on file with the Owner or at the office of the project engineer, Olsen Associates, Inc.

ARTICLE III - CONTRACT AMOUNT

The Contractor agrees to receive and accept the following unit prices and lump sum prices as full compensation for furnishing all materials and equipment and for doing all work contemplated and embraced in this agreement, and for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise to be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work, and for well and faithfully completing the whole and entire work, in the manner and according to and in compliance with the Contract Documents as directed by the Engineer in accordance with these documents, and for any and all other things required by the Contract Documents:

Unit Price Construction Items

Item #	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
1	Mobilization & Demobilization	1	Job	Lump Sum	\$1,360,000.00
2	Project Beach Fill	2,000,000	Cu. Yd.	\$4.07/cy	\$8,140,000.00
3	Beach Tilling: (optional)	1	Job	Lump Sum	\$32,000.00
TOTAL CONTRACT AMOUNT					\$9,532,000.00

The foregoing quantities and totals on unit price items and the foregoing Total Contract Amount are approximate only, being herein above inserted for the purpose of establishing the face amount of bonds to be provided by the Contractor. Payment of work covered by the above unit price items will be made only on the basis of the actual quantities of work completed in place as authorized, and as measured and accepted as provided in the Contract Documents. As directed by the Owner, the final Contract quantities actually placed and accepted for payment may vary from the quantities listed herein by $\pm 30\%$. Contractor shall not be entitled to any adjustment in unit prices or lump sum prices if quantities vary by $\pm 30\%$, or less.

ARTICLE IV - CONFLICT BETWEEN COMPONENT PARTS OF CONTRACT

In the event that any provision in any of the following component parts of this Contract conflicts with any provisions in any other of the following component parts, the provision in the component part first enumerated below shall govern over any other component part which follows it except as may be otherwise specifically stated. Said component parts are as follows:

- 1) Addendum Numbers #1 through #2 and
- 2) General Conditions of the Contract
- 3) Contract Specifications
- 4) Contract Drawings
- 5) Permits
- 6) Instructions to Bidders
- 7) Invitation to Bid
- 8) Contractor's Bid
- 9) This Instrument

This Contract is intended to conform in all respects to applicable Statutes of the State in which the work is to be constructed, and if any part or provision of this Contract conflicts therewith, the said Statute shall govern.

ARTICLE V - STARTING AND COMPLETION

The Contractor shall, and agrees to, commence dredging at the site no later than May 15th, 2011, following the issuance by the Owner of a written Notice to Proceed, and to complete fully all work required by the Contract Documents to the point of Final Acceptance by the Owner before October 31st, 2011. Contractor shall, and agrees to, furnish and deliver to Owner within ten (10) days after date of award of this Contract, the Faithful Performance Bond and Payment Bond and the insurance certificates and policies required of him by the Contract Documents prerequisite to starting work.

ARTICLE VI - LIQUIDATED DAMAGES

The Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the work is not completed and finally inspected within the time specified. They also recognize delays and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages (but not as a penalty) Contractor shall pay to the Owner Ten Thousand Dollars and 00/100 (\$10,000.00) per day should construction not be finally accepted before 31 October, 2011.

This remedy is in addition to and supplements any and all other remedies to the Owner as set forth in the Contract Documents or at law or in equity for damages other than delay.

ARTICLE VII - SOURCES OF BEACH FILL

Contractor's attention is directed to the requirement that the unit prices include the placement of only beach quality sand from the specified borrow source, and within the delineated limits and depths of work for which permits have been received as described in the project documents.

It is hereby expressly agreed that the beach fill material which Contractor shall and hereby agrees to furnish and install as part of the work and improvements included within this Contract shall be in full compliance with the Contract Specifications and other Contract Documents for said items, for the Contract prices herein above specified in Article III.

ARTICLE VIII - PAYMENT TO CONTRACTOR

Owner agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the material and do all the work and do all other things herein above mentioned according to the terms and conditions hereinafter contained or referred to, for the prices aforesaid, and hereby contracts to pay Contractor at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the Owner and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IX – INVALIDITY AND SEVERABILITY

The invalidity of any provision included in any of the Contract Documents shall not be deemed to impair or affect in any manner the validity and enforceability of the remainder of the

Contract Documents, and in such event, all the other provisions of the Contract Documents shall continue in full force and effect as if such invalid provision had never been included therein. Owner and Contractor agree that, in such event, the Contract Documents shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that achieves, to the maximum extent possible, the intention of the stricken provision.

ARTICLE X – CHOICE OF LAW AND FORUM SELECTION

The Contract Documents shall be construed and controlled by and under the laws of the State of Florida. Further, any dispute arising out of or concerning the Contract Documents, or any action performed thereunder, shall be adjudicated in Nassau County, Florida and the parties waive any defenses of personal and/or subject matter jurisdiction to the aforesaid venues.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in two original counterparts the day and year first above written.

(SEAL)

Marinex Construction, Inc.

(Contractor)

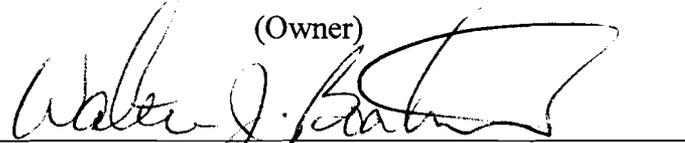
By: 
F. Hammond Johnson

It's President

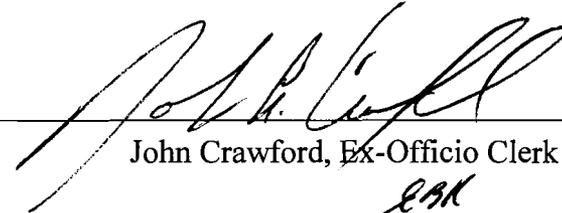
Attest:  Title Secretary

The Nassau County Board of County Commissioners

(Owner)

By: 
Walter J. Boatright, Chairman

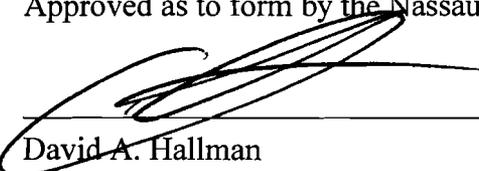
Attest to Chairman's Signature:


John Crawford, Ex-Officio Clerk

Approved this 14th day of March, 2011.

EBK
3/14/11
At
3/19/11

Approved as to form by the Nassau County Attorney:


David A. Hallman

IMPORTANT NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contracts on behalf of the corporation; if Contract is a co-partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signatures shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

**CERTIFICATE TO BE EXECUTED IF
CONTRACTOR IS A CORPORATION**

I, Kelly J. Albers certify
that I am the Secretary of the
Corporation named as Contractor hereinabove; that by Resolution of the Board of Directors at a
Board Meeting meeting held on January 12, 2011,
a Resolution was passed giving authority to F. Hammond Johnson to
sign the foregoing Contract on behalf of the Contractor; that said officer was then
President of said corporation by authority of its governing body and is
within the scope of its corporated powers, and said power has not since been revoked.



Secretary

Date March 22, 2011

(Corporate Seal)

County Charleston
State South Carolina

PERFORMANCE BOND

Bond No. 58S200100

KNOW ALL MEN BY THESE PRESENTS: That we Marinex Construction, Inc.

(hereinafter called the Principal), and
Liberty Mutual Insurance Company (the Surety)
are held and firmly bound unto the Nassau County Board of County Commissioners, and/or its
assigns in the penal sum of ^{Nine Million Five Hundred Thirty Two Thousand} 00/100 Dollars (\$9,532,000.00) for the payment of
which sum well and truly to be made, we bind ourselves, our heirs, executors, administrator,
successors, and assigns jointly and severally for the faithful performance of a certain written
Contract dated the 14th day of March, 2011, entered into between the Principal and
the Owner for the **South Amelia Island Shore Stabilization Project**, a copy of which Contract
is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully
perform the terms, undertakings, covenants, agreements, and conditions of the contract in all
respects on his part, and shall fully pay all obligation incurred in connection with the
performance of such Contract on account of labor and materials used in connection therewith
and all such other obligations of every form, nature, and character, and shall save harmless the
Owner from all cost and damage which may be suffered by reason of the failure to fully and
completely perform said Contract and shall reimburse and repay the Owner for all expenditures
of every kind, character, and description which may be incurred by the Owner in making good
any and every default which may exist on the part of the Principal in connection with the
performance of said Contract and further that the Principal shall pay all lawful claims of all
persons, firms, partnerships, or corporations for all labor performed and material furnished in
connection with the performance of the Contract, and that the failure to do so with such persons,
firms, partnerships, or corporations shall give them a direct right of action against the Principal
and Surety under this obligation; and provided, however, that no suit, action, or proceedings by
reason of any default whatever shall be brought on this Bond after one year from the date on
which the final payment on the contract falls due, and provided further that if any alterations or
additions which may be made under the Contract, or in the work to be done under it, or the
giving by the Owner of any extension of time for the performance of the Contract or any other
forbearance on the part of either the Owner or the Principal shall not, in any way, release the
Principal and Surety or either of them, their heirs, executors, administrators, successors, or
assigns from their liability hereunder, notice to the Surety of any such alterations, extension, or
forbearance being expressly waived. This obligation shall remain in full force and effect until
the performance of all covenants, terms, and conditions herein stipulated and after such
performance this obligation shall become void.

RECORDED TO ORDER

IN TESTIMONY WHEREOF, witness the hands and seal of the parties hereto on this 24th
day of March, 2011.

Executed in two (2) counterparts.

Marinex Construction, Inc.

Witness:

By:

[Signature]
Sandra Watson

F. Hammond Johnson

President

Counter Signed:

[Signature]
Non-Resident Agent Harlan J. Berger

BONDING COMPANY: Liberty Mutual Insurance Company

ADDRESS: 175 Berkeley Street

COMPANY:

Boston, MA 02116

Insurance Alliance

By:

[Signature]
Harlan J. Berger, Attorney-in-Fact

ADDRESS:

Witness:

1776 Yorktown, Suite 200

By:

[Signature]
Michael Cole

Houston, Texas

**Houstoun, Woodard, Eason, Gentle,
Tomforde, and Anderson, Inc.
dba Insurance Alliance
1776 Yorktown, Suite 200
Houston, Texas 77056-4114
TDI License #1381 FEIN #760362043**

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Marinex Construction, Inc., as Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the Nassau County Board of County Commissioners, and/or its assigns (hereinafter called the Owner), in the penal sum of Nine Million Five Hundred Thirty Two Thousand & 00/100 Dollars (\$9,532,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Owner, dated March 14, 2011 (hereinafter called the Contract) for the **South Amelia Island Shore Stabilization Project**, for which Contract and the Plans and Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all subcontractors to whom any portion of work provided for in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, equipment, or supplies for or in the prosecution of the work provided for in such contract, or in any amendment or extension of or additions to said Contract noticed which modifications to the Surety being hereby waived and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on said Bond, then the above obligation shall be void, otherwise to remain in full force and effect. PROVIDED, however that this Bond is subject to the following conditions and limitations.

a. Any person, firm, or corporation that has furnished labor, materials, equipment, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this Bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed, or in any county in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b. The principal and Surety hereby designate and appoint Harlan J. Berger
(To be filled in by Surety Company)
as the agent of each of them to receive and accept service of process other pleading issued or
filed in any proceeding instituted on this Bond and hereby consent that such service shall be the
same as personal service on the Principal and/or Surety.

c. The Surety shall not be liable hereunder for damage or compensation recoverable under any
Workman's Compensation or Employer's Liability Statute.

d. In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or
subject to any suit, action, or proceeding thereon that is instituted later than one year after the
final settlement of said Contract.

Executed in two (2) counterparts.

SIGNED, SEALED, AND DELIVERED THIS 24th day of March 2011.

Marinex Construction, Inc.

Witness:

By:

[Signature]

[Signature]

F. Hammond Johnson

[Signature]

President

Countersigned:

[Signature]
Non- (Resident Agent) Harlan J. Berger

BONDING COMPANY: Liberty Mutual Insurance Company

Witness:

ADDRESS: 175 Berkeley Street, Boston, MA 02116

[Signature]
Michael Cole

By:

[Signature]
Harlan J. Berger, Attorney-in-Fact

COMPANY

Insurance Alliance, 1776 Yorktown, Suite 200, Houston, TX 77056

ADDRESS

**Houstoun, Woodard, Eason, Gentle,
Tomforde, and Anderson, Inc.**

dba Insurance Alliance

1776 Yorktown, Suite 200

Houston, Texas 77056-4114

TDI License #1381 FEIN #760362043

SECTION B-3b

LABOR AND MATERIAL BOND

AFFIDAVIT
(To Be Attached To All Contracts)

STATE OF Florida
COUNTY OF Nassau

Harlan J. Berger being first
duly sworn, on oath deposes and says that he is _____
(attorney)

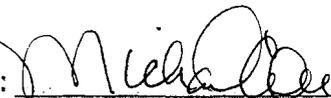
Attorney-in-Fact of Liberty Mutual Insurance Company
(in fact or agent) (bonding company)
surety on the attached Contract on South Amelia Island Shore Stabilization Project
executed by Marinex Construction, Inc.
(Contractor)

Affiant further deposes and says that no officer, official, or employee of the Owner has any interest directly or indirectly, or is receiving any premium, commission fee, or other thing of value on account of the same or furnishing of the bond, undertaking, or contract of indemnity, guaranty, or suretyship in connection with the above mentioned Contract.

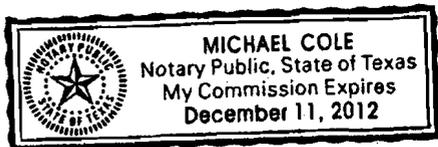
Signed 
Harlan J. Berger

Subscribed and sworn to before me this

24th day of March, A.D., 2011.

Notary Public: 
County, Harris

My Commission Expires: 12-11-2012



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

C. W. ADAMS, HARLAN J. BERGER, SUE KOHLER, ANDREW J. JANDA, CHERYL R. COLSON, DONALD E. WOODARD, JR., SHARON CAVANAUGH, LELAND L. RAUCH, MICHAEL COLE, JO ANN PARKER, JAMES WYNNE TOMFORDE, ALL OF THE CITY OF HOUSTON, STATE OF TEXAS.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100..... DOLLARS (\$ 25,000,000.00.....) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 11th day of January, 2011.

LIBERTY MUTUAL INSURANCE COMPANY

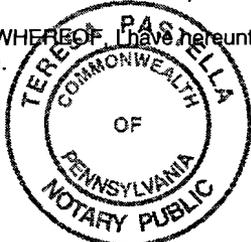


By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of January, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, 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 officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, 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 24th day of March, 2011.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residential value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Important Notice

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT:

You may write to Liberty Mutual Surety at:

Liberty Mutual Surety
Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-8284

You may contact Liberty Mutual Surety at:
1-800-443-2533

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

Premium or Claim Disputes

Should you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Attach This Notice To Your Policy:

This notice is for information only and does not become a part or condition of the attached document.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Contract Management Department
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-491-7377 Fax: 904-321-2658

Charlotte J. Young, CPPB
Contract Manager
cyoung@nassaucountyfl.com

Dawn Krass
Contract Specialist
dkrass@nassaucountyfl.com

NOTICE OF INTENT TO AWARD

BID NO.: NC10-043

OPENED: 01/27/11

ITEM: South Amelia Island Shore Stabilization – Beach Re-nourishment Project

Upon evaluation of the bids received in response to the above referenced Invitation to Bid (ITB), the recommendation to award is as follows:

Marinex Construction, Inc. – Base Bid - \$9,532,000.00

Date to be presented to the Board of County Commissioners: 03/14/2011

The above recommendation to award is contingent upon Board of County Commissioners approval. The Board of County Commissioners has the right to approve or reject the recommendation of award.

Dated and Posted: 02/02/11

Charlotte J. Young, CPPB, Contract Manager
Contract Management Department



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Contract Management Department
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-491-7377 Fax: 904-321-2658

Charlotte J. Young, CPPB
Contract Manager
cyoung@nassaucountyfl.com

Dawn Krass
Contract Specialist
dkrass@nassaucountyfl.com

NOTICE OF AWARD

BID NO.: NC10-043

OPENED: 01/27/11

ITEM: South Amelia Island Shore Stabilization Project

DATE: March 14, 2011

TO: Marinex Construction, Inc.

PROJECT: SOUTH AMELIA ISLAND SHORE STABILIZATION PROJECT

You are notified that your Bid received January 27, 2011, for the above Contract has been considered. You are the apparent successful bidder and will be awarded a contract for the **South Amelia Island Shore Stabilization Project** upon fully conforming with the following requirements for award.

Within ten days of the date of this Notice of Award, you must deliver to the OWNER the enclosed contract documents, fully executed, signed and witnessed, and a Certificate of Insurance as follows:

- 2 originals - Contract
- 1 original - Performance Bond
- 1 original - Labor and Material Bond
- 1 original - Certificate of Insurance certifying compliance with all insurance requirements specified in the General Conditions

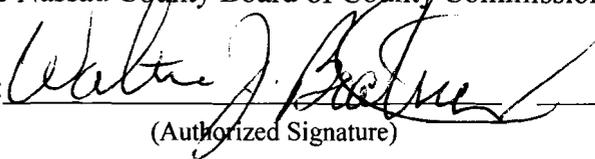
Within ten (10) days after receipt of the above documents, OWNER will return to you one (1) fully executed original of the Contract. You may obtain five additional free copies of plans and specifications upon request.

You will be notified of the time and place for a preconstruction conference; your

proposed work schedule must be delivered to the OWNER at that time.

Failure to deliver the aforementioned contract documents and insurance certificate within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

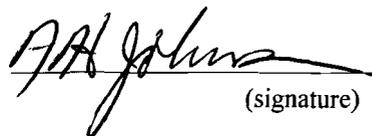
The Nassau County Board of County Commissioners (OWNER)

By:  Walter J. Boatright, Chairman
(Authorized Signature) (Typed Name) (Title)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this 22nd day of March, 2011.

Marinex Construction Inc.
(CONTRACTOR)


(signature)

F. Hammond Johnson, Pres.

CM1720 - CN10-043 SAISS Project:

Items filed with contract:

Bid Section

Agreement Section

Appendices including:

Project Data

Geotechnical Vibracore Logs

Project Permits

Site Maps

Manatee Working Conditions

Protection for Indigo Snakes

U.S. Fish & Wildlife Service Opinion

Sediment Quality Control/Assurance Plan