

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2023, by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and Eastman Aggregate Enterprises, LLC a Florida profit partnership, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, OWNER and CONTRACTOR hereby agree as follows:

1. The term "CONTRACT DOCUMENTS" means and includes the following, all of which are incorporated herein and made part of the CONTRACT:
 - A. Specifications for "Sanibel Island Post Hurricane Ian Emergency Berm/Beach Recovery Project" dated November 10, 2023, including, without limitation, all General Specifications, General Conditions, Special Provision, Required Contract Provisions, Technical Specifications, and Appendices
 - B. Bidding Documents, including Advertisement, Information to Bidders, and Addenda
 - C. CONTRACTOR'S Proposal in response to ITB-PW-4-2023/SK
 - D. This CONTRACT
 - E. Performance and Payment Bond
 - F. Notice of Award
 - G. Notice to Proceed
 - H. Change Order(s)
2. The CONTRACTOR will commence and complete the construction which includes:

"Sanibel Island Post Hurricane Ian Emergency Berm/Beach Recovery Project" as described in the CONTRACT DOCUMENTS (the "WORK")
3. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the WORK.
4. The CONTRACTOR will commence the WORK within 6 calendar days after date of the NOTICE TO PROCEED and will complete the same no later than April 15, 2024, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
5. The CONTRACTOR agrees to perform all of the WORK in accordance with the CONTRACT DOCUMENTS for the sum of **\$14,181,208.00** said amount being the total "**unit price sum**" as listed on the Contractor's proposal form as submitted for this project.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. The CONTRACT DOCUMENTS embody the entire agreement of CONTRACTOR and OWNER regarding the Work. No deviation from the CONTRACT DOCUMENTS will be allowed, honored or compensated unless accompanied by a fully executed change order.
8. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns; however, CONTRACTOR shall not assign or otherwise

transfer its rights, duties or obligations under this CONTRACT without prior written consent of OWNER.

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

(SEAL)

OWNER City of Sanibel

ATTEST _____

By _____

Name _____

Name _____

Title _____

Title _____

(SEAL)

CONTRACTOR: Eastman Aggregate Enterprises, LLC

ATTEST _____

By _____

Name _____

Name _____

Title _____

Title _____

Email _____

Approved as to form

City Attorney