

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2025 by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and Florida Marine Contracting & Recovery LLC, a Florida profit corporation, 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 CONTRACTOR will commence and complete the construction which includes:
Sanibel Boat Ramp Dock Replacement Project, as described in the CONTRACT DOCUMENTS (the "WORK")
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the WORK.
3. The CONTRACTOR will commence the WORK within 10 calendar days after date of the NOTICE TO PROCEED and will complete the same within **SIXTY (60)** calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK in accordance with the CONTRACT DOCUMENTS for the sum of **\$317,877.00** said amount being the total **unit price sum (LUMP SUM)** as listed on the Contractor's proposal form as submitted for this project.
5. 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 Boatramp Dock Replacement Project (ITB-BP-1-2025/JH), dated February 10, 2025, including, without limitation, all General Specifications, all General Conditions, Special Provision, Technical Specifications, and Attachments**
 - B. Addendums
 - C. CONTRACTOR'S Proposal in response to **ITB-BP-1-2025/JH**
 - D. This CONTRACT
 - E. Performance and Payment Bond
 - F. Notice of Award
 - G. Notice to Proceed
 - H. Change Order(s)
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.

9. The OWNER is a public agency subject to Chapter 119, Florida Statutes, the Public Records Law. As a CONTRACTOR or service provider to OWNER, CONTRACTOR is also subject to the Public Records Law pursuant to Section 119.0701, Florida Statutes, and shall comply with Florida's Public Records Law. Unless specifically exempted by Florida law, in whole or part, the CONTRACTOR shall:
- (a) Keep and maintain public records required by the OWNER in order to perform the service. This shall include all records relating to CONTRACTOR's services provided to the OWNER and includes "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission."
 - (b) Upon request from the OWNER's custodian of public records, provide the OWNER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the OWNER.
 - (d) Upon completion of the contract, transfer, at no cost to the OWNER, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the OWNER to perform the service. If the CONTRACTOR transfers all public records to the OWNER upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OWNER, upon request from the OWNER's custodian of public records, in a format that is compatible with the information technology systems of the OWNER.

As required by Section 119.0701(2)(a), the following contact information is provided to the CONTRACTOR in the format required by statute:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**SANIBEL CITY CLERK
800 DUNLOP ROAD
SANIBEL, FLORIDA 33957
(239) 472-3700
scotty.kelly@mysanibel.com**

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)
ATTEST _____
Name _____
Title _____

OWNER: _____
By _____
Name _____
Title _____

(SEAL)
ATTEST _____
Name _____
Title _____

CONTRACTOR: Florida Marine Contracting
& Recovery LLC
By _____
Name _____
Title _____
Email _____

Approved as to form

City Attorney