



Lic #CBC1251150

DOCK CONSTRUCTION CONTRACT

Property Improvements To: 18307 CUTLASS DR FORT MYERS BEACH FL 33931

Owner (s): BURGESS CYNTHIA K MICHAEL L

Enter Address: 18307 CUTLASS DR FORT MYERS BEACH FL 33931

Strap Number: 13-46-23-02-00000.0140

This dock construction contract, is entered into the 19 day of February , 2013, between the "Owner(s)" of the above described worksite address and Stokes Marine Inc., (the "Contractor"). This dock construction contract is not binding until signed by both parties. This dock construction contract expires 30 days from above said date if both parties have not signed. Owner represents and warrants to Contractor that Owner holds legal title to the above described Premises and all improvements located thereon, and Owner desires that Contractor construct or renovate a dock and certain improvements on said Premises, Contractor has agreed to construct said dock and improvements on the terms set forth herein. Contractor and Owner agree as follows:

SECTION 1 - THE WORK - The Contractor agrees to furnish all labor, materials, equipment, permits and licenses, for the proper construction of a dock or other work as described in Sub-section I (the "dock and seawall Landscape") and/or described in (Subsection 1(A) - DESCRIPTION OF THE WORK -). The Owner acknowledges that material supplied may be warranted by their manufacturer, but not by the Contractor. Contractor will not be responsible for any damage resulting during or after the work to any unknown structure or property.

SECTION 1(A) - DESCRIPTION OF THE WORK - Contractor agrees to construct a dock at the above said address described in Sub-section I (the "dock and seawall Landscape"). Contractor will remove and properly dispose of the existing dock. All pilings will consist of 2.5 CCA marine grade butt piles. The height of any boat lift pilings will be 6'-7' above the deck. The height of any above deck non boat lift pilings will be 3.5' above the deck. Any below deck pilings will be cut below the elevation of the decking. All pilings will be set at adequate depths according to soil conditions. All pilings will be black plastic wrapped secured with stainless steel nails. All substructure lumber will consist of marine grade 2" x 8" rough saw .60 CCA. All substructure adherences will consist of 5/8" stainless all thread. All decking will consist of 1" x 6" TanDeck Plastic Lumber Decking, Weathered Wood in color, secured with stainless steel screws. Contractor will custom set bunks and guide poles to owner's boat. Contractor will install a 5'X10' Wave Armor floating dock section. Contractor will install a 5 step aluminum retractable ladder. Contractor will install black cone style piling caps on all above deck non boat lift pilings.

The lift to be installed is a Golden 10,000 LB boat lift. Said lift is aluminum with: stainless steel hardware, grooved cable winders, SEA-Drives, Gem Remote and Auto Stop, and aluminum bunks (instead of wood with carpet).

Above said lift has a lifting capacity of 14,000 LB. This refers to the "loaded" weight of the vessel the Owner intends on lifting. "Loaded" refers to a full tank of gas, all holding tanks filled, and all equipment on board. Owner is responsible for determining the loaded weight of vessel. Above said lift has the capacity to lift a vessel with no more than a 11' beam. Owner is responsible for determining the beam of vessel. Contractor will not be responsible for inadequate depth for lifting and lowering vessels on installed boat lifts. Contractor will not be responsible if custom bunks are required to properly support Owner's vessel. Owner is responsible for determining if standard bunks that accompany above lift will be adequate for supporting vessel. Contractor will install said lift(s) with the boat lift motors at the rear of the slip, facing the stern of the vessel to be lifted.

Any additional expense caused by rock or other adverse subsoil conditions which are unknown and cannot be reasonably discovered by Contractor prior to entering into this contract, shall be borne by the Owner. Contractor shall give Owner immediate notice of same, and shall specify any additional expenses. Additional charges may be incurred if any alternative method of piling installation is required due to adverse bottom conditions or exceptionally deep water.

SECTION 2 - COMMENCEMENT AND COMPLETION - This Contract shall be deemed written authorization

from Owner to commence the work at the Premises. All work shall be completed in a reasonable time. Owner assumes the risk of obtaining authorization for Contractor's presence on Premises.

SECTION 3 - OWNER RESPONSIBILITIES - Owner shall permit the Contractor to use, at no extra cost, utilities such as light, power and water necessary for the proper execution of the work. The Owner authorizes Contractor to act as its agent in all required permitting. The Owner shall cause all occupants at the Premises to cooperate with the Contractor to facilitate the performance of the work, including, but not limited to, the removal of seawalls, turf, landscaping, outdoor furniture, shrubs, and small plants, if necessary. Contractor is not responsible for damage to utilities, sprinklers, sod, landscaping, etc. in work area or access to work area. Owner will provide the Contractor with access to the Premises during normal working hours on normal working days, and shall not restrict, interrupt, delay, hinder or in any other manner interfere with the construction process. **Owner is responsible for all electrical work, including, but not limited to; direct motor wiring, conduit placement, electrical permitting, lighting, lamps, outlets, and lift control units. Owner is responsible for all plumbing work.** Owner may terminate construction at any time upon notice to Contractor: provided, that notwithstanding anything to the contrary herein, upon any termination by Owner, Owner shall immediately pay Contractor for Work started but not then completed, and for materials ordered but not then used, as well as any other sums due Contractor hereunder.

Owner is responsible for determining if water depths at and around the dock and or boat lift(s) are sufficient to moor or lift the boat regardless of tides. Contractor will not be responsible if insufficient water depths prevent Owners vessel from fitting onto bunks of installed lift or reaching the dock at anytime.

If Owner intends on performing applicable electrical work associated and assigned to the permit that Stokes Marine Inc. has provided, Owner agrees to take full responsibility of workmanship associated with the electrical work, in addition Owner takes responsibility of all permitting inspections and due diligence for the remainder of the project.

SECTION 4 - CONTRACTOR RESPONSIBILITIES - Contractor shall supervise and direct the work using his best skills and attention, endeavor to minimize the accumulation of waste materials or rubbish caused by his work at the jobsite, and endeavor to perform the Work in a workmanlike manner according to prevailing practices.

SECTION 5 - CHANGE ORDERS - Contractor is not required to make changes to work unless prior written "change order" has been drafted and signed by both parties herein. All materials and labor previously furnished and executed will be paid by Owner.

SECTION 6 - DEFAULT BY EITHER PARTY- In the event of a default in the performance of the Contract, the prevailing party shall be entitled to recover its reasonable costs and attorney fees incurred in the enforcement of this Contract. In the event of nonpayment by Owner, Contractor shall be permitted to enter the Premises without notice to reclaim or remove all or a portion of the dock constructed. Owner shall be liable to Contractor for any additional costs or expenses incurred by the Contractor, and the amount owed by Owner may be reduced by the salvage value reserved. The remedies of Contractor shall be non-exclusive and cumulative.

SECTION 7 - PAYMENT - We hereby propose to furnish labor and materials in accordance with the above specifications for the sum of: \$35,700.00

<input checked="" type="checkbox"/>	\$3,570.00	:due upon acceptance
<input checked="" type="checkbox"/>	\$7,140.00	:due upon permit receipt
<input checked="" type="checkbox"/>	\$7,140.00	:due when pilings are set
<input checked="" type="checkbox"/>	\$7,140.00	:due when decking is installed
<input checked="" type="checkbox"/>	\$7,140.00	:due upon completion (boat lift and floating dock)
<input checked="" type="checkbox"/>	\$3,570.00	:due upon County / City inspection

SECTION 7(a) OPTIONS: (Initial beside selected options)

- Contractor will install shallow water kicked cradles on boat lifts: additional cost per side \$ 650.00
- Contractor agrees to service the lift and inspect the dock twice a year on 6 month intervals: \$ 250.00 per year
- Contractor will apply Pressure Treated furring strips to pilings: \$125.00 per piling
- Contractor will apply Synthetic furring strips to pilings (if avail. from the manufacturer): \$ 150.00 per piling
- Contractor will install 4' black piling fender: \$ 100.00 per fender
- Contractor will install 8' black piling fender: \$ 150.00 per fender

The price set forth above is based on current material costs. The price of materials and time of performance shall be subject to adjustment based upon permit receipt from the Army Corps of Engineers, US Fish and Wildlife Service (if applicable), Department of Environmental Protection (if applicable), and the local agency. Contractor will notify Owner of permit acceptance and any price changes 10 working days prior to commencement.

SECTION 8 -- MISCELLANEOUS -- This contract is a legally binding document and it supersedes the previous negotiations between the Owner(s) and the Contractor. No surveys or engineering costs are included. Any additional fees that may be required by the state are not included. The contract contains the final expression of the party's mutual understandings. Contractor's obligation to perform the work shall be suspended during any time in which such performance is hindered or delayed by act of God, act of war, civil unrest, dispute, weather, lack of access to Premises or any other cause beyond the Contractor's control.

THIS DOCK CONSTRUCTION CONTRACT BECOMES EFFECTIVE BETWEEN THE CONTRACTOR AND OWNER WHEN SIGNED AND DATED BY BOTH PARTIES IN THE SPACE PROVIDED BELOW:

Stokes Marine Inc.

PROPERTY OWNER(S)

BRENT STOKES, TONY WALLIS, OR SEAN HEARN

PRINT NAME

BY: _____

Mike Burgess

SIGN NAME

DATE

AB 2/19/13

PART 8:

A. By signing this application form, I am applying, or I am applying on behalf of the applicant, for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto, does not relieve me of any obligation for obtaining any other required federal, state, water management district or local permit prior to commencement of construction. I agree, or I agree on behalf of the applicant, to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a responsible operation entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Brent Stokes X _____
Typed/Printed Name of Applicant or Agent Signature of Applicant/Agent Date

(Corporate Title if applicable)

AN AGENT MAY SIGN ABOVE ONLY IF THE APPLICANT COMPLETES THE FOLLOWING:

B. I hereby designate and authorize the agent listed above to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above; and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed agent to bind me, or my corporation, to perform any requirements which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Mike Burgess X AB 2/19/13
Typed/Printed Name of Applicant Signature of Applicant Date

(Corporate Title if applicable)

Please note: The applicant's original signature (not a copy) is required above.

PERSON AUTHORIZING ACCESS TO THE PROPERTY MUST COMPLETE THE FOLLOWING:

C. I either own the property described in this application or I have legal authority to allow access to the property, and I consent, after receiving prior notification, to any site visit on the property by agents or personnel from the Department of Environmental Protection, the Water Management District and the U.S. Army Corps of Engineers necessary for the review and inspection of the proposed project specified in this application. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review and inspection. Further, I agree to provide entry to the project site for such agents or personnel to monitor permitted work if a permit is granted.

Mike Burgess X AB 2/19/13
Typed/Printed Name of Applicant Signature of Applicant Date


(Corporate Title if applicable)

NOTICE OF COMMENCEMENT

Permit No. _____
Tax Folio No. _____
State of FLORIDA
County of LEE

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

1. **Description of property:** (legal description of property and street address if available).
18307 CUTLASS DR FORT MYERS BEACH FL 33931 13-46-23-02-00000.0140
2. **General description of improvement:**
MARINE IMPROVEMENTS
3. **Owner information:**
Name BURGESS CYNTHIA K MICHAEL L
Address 18307 CUTLASS DR FORT MYERS BEACH FL 33931
Phone _____ Fax _____
Interest in property OWNER
Name and address of fee simple titleholder (if other than Owner) _____
4. **Contractor:**
Name STOKES MARINE, INCORPORATED
Prepared by BRENT STOKES 9340 COLLEGE PARKWAY FORT MYERS, FL. 33919
Address 9340 COLLEGE PARKWAY FORT MYERS, FL. 33919
Phone (239) 489-DOCK Fax (239) 693-DOCK
5. **Surety:**
Name _____
Address _____
Amount of Bond: \$ _____ Phone _____ Fax _____
6. **Lender:**
Name _____
Address _____
Phone _____ Fax _____
7. **Persons within the State of Florida designated by Owner upon whom notices of other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes.**
Name _____
Address _____
Phone _____ Fax _____
8. **In addition to himself or herself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes.**
Name _____
Address _____
Phone _____ Fax _____
9. **Expiration date of notice of commencement** (the expiration date is 1 year from date of recording unless a different date is specified)

Signature 
Owner's Name BURGESS CYNTHIA K MICHAEL L
Owner's Address 18307 CUTLASS DR FORT MYERS BEACH FL 33931

Sworn to (or affirmed) and subscribed before me this 19 day of Feb by _____
who is personally known to me OR produced FL DL B 622-552-60-301-0 as identification.

Signature of Notary _____ Seal: _____
Printed Name of Notary _____
Commission No. _____ Expiration Date _____