



www.gibson-marine.com
 Phone: 727-942-3111 • Fax: 727-942-3115
 2131 Range Rd. • Clearwater, FL 33765

May 1, 2024

| Submitted To: | Work Performed: |
|---|--|
| Chris Pearson 280 126th Ave, Treasure Island, FL 33706 8133903977 cpearson@summitsalonacademy.com | 280 126 th Ave Treasure Island, FL |

Project Description:

Install approximately 385' +/- L/F of new vinyl seawall, concrete cap, anchoring system.

Contractor's Responsibility:

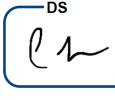
- Prepare an engineered drawing of the work proposed.
- Remove and repour concrete patio to expansion joint in dock area.
- Backfill voids under slab with clean fill (includes 20 yards of clean fill, if additional fill required a cost of \$40.00 per yard will be assessed.)
- Disassemble dock at seawall to install new seawall. (Dock will be trimmed approximately 3' from seawall. Once the seawall is complete Gibson Marine will reinstall portion of dock back to new seawall).
- Install vinyl sheet piling using Vanguard x 14' long sheets (or equivalent).
- Install a new anchoring system using 1" x 16' steel tie back rods (PVC encased) into concrete deadmen or 1" x 16' hot dip galvanized tie back rods attached to Manta MRSR earth anchors.
- Construct a structural steel cap cage using #4 and #5 grade 60 rebar horizontally and #3 grade 60 stirrups spaced every 12" on center.
- Form & pour a new cap measuring approximately 24"F x 32 +/-"T x 12"B using a minimum 4,000 PSI concrete.
- Fill the corrugated cell between the old and new wall with 4,000 PSI concrete.
- Install a new drainage system using 1-1/4" x 4' well point drains, 3" above the high-water line and spaced every 6' on center.
- Install one (1) each water and electric chase tubes through cap at owner's direction.
- Replace sod damaged during construction.
- Repair or replace irrigation damaged during construction.

Gibson Marine does not perform any electrical work. All electrical must be completed by licensed electrical contractor. Recommendations will be provided upon request.

Owners Responsibilities:

- Remove and replace all utilities (water and electricity), pavers, fences, shrubbery, sod, irrigation. **(Unless specified above under contractor responsibility)**
- Provide a location to store material and equipment.
- Provide free use of water and electricity.

ALL WORK IS SUBJECT TO ENGINEERING AND PERMIT APPROVAL

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Budget:

| | |
|--|----------------------|
| Deposit Fee (non-refundable) | \$ 500.00 |
| Due upon mobilization | \$ 90,725.00 |
| Due upon seawall completion | \$ 90,725.00 |
| Due upon final walk-through acceptance | \$ 1,000.00 |
| Total Cost Proposal (Permit and Engineering Additional) | \$ 182,950.00 |

BUYER'S RIGHT TO CANCEL

THIS IS A HOME SOLICITATION SALE, AND IF YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER IN PERSON, BY TELEGRAM, OR BY MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. IF YOU CANCEL THIS AGREEMENT, THE SELLER MAY NOT KEEP ALL OR PART OF ANY CASH DOWN PAYMENT.


ONCE CONTRACTOR FILES NOTICE OF COMMENCEMENT, THE DEPOSIT IS FULLY EARNED AND IS NON-REFUNDABLE. PROOF OF PERMIT FILING WILL BE PROVIDED UPON REQUEST. PAYMENT TO BE MADE BY CHECK PAYABLE TO "GIBSON MARINE CONSTRUCTION" WHICH CHECK IS DUE AND PAYABLE AT THE ADDRESS SET FORTH ABOVE. NO CASH PAYMENTS ACCEPTED. THE TERMS AND CONDITIONS SET FORTH HEREIN AND ON THE PAGES THAT FOLLOW GOVERN THE RIGHTS AND RESPONSIBILITIES OF THE PARTIES HERETO.

Assumptions:

- Any work going beyond the scope of the services set forth here will result in additional charges that the client would be notified of in writing.
- A \$500 non-refundable deposit is due in advance. 50% of services are due upon mobilization, with the remaining balance of services due upon cap pour. Balance of contract \$1,000 due upon final clean-up.
- Additional costs associated with permitting will be billed at cost, with no additional markup.
- The proposal provided is based upon current costs and availability of materials. Due to GENERAL ECONOMIC CONDITIONS AND THE EFFECTS OF COVID 19 we may experience increases in material costs that are beyond our control. We will address this with you VIA CHANGE ORDER prior to beginning your project if it is necessary.

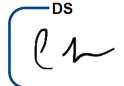
Respectfully submitted by: Mike Mittler, Production Manager | Gibson Marine Construction| CGC #: 1514396

I/We accept the terms and conditions of this proposal and agree to make payments as stated above.

Customer Signature:  Date: 5/17/2024

Customer Signature: _____ Date: _____

This proposal is valid for 30 days from the above date and is subject to engineering approval.

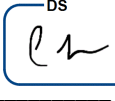
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Disconnecting Electric to Dock

1. All electrical lines will need to be disconnected from the dock.
2. The lines will need to be pulled to the landside and wrapped up approximately 5-7' behind the seawall.
3. After the seawall construction is complete, Gibson Marine will leave a "chase" tube through the new seawall cap for your electrician to reconnect the electrical to the dock.
4. If electric lines have not be disconnected per the above instructions Gibson Marine cannot begin project until electrical disconnection is completed.

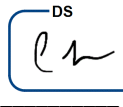
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TERMS AND CONDITIONS

- (1) **DEFINITIONS:** As used in this Contract, GIBSON MARINE CONSTRUCTION and CONTRACTOR shall mean the party authorized to perform the work described above under the terms of this Contract and further identified as ESI MARINE CONSTRUCTION, INC. d/b/a GIBSON MARINE CONSTRUCTION. PURCHASER, as used in this Contract, shall mean the owner of the real or personal property upon which the furnishing of labor, materials or equipment is authorized, or the owner's authorized agent or assigns who shall authorize such work under this Contract.
- (2) **CONTRACT WORK, PRICE AND SCOPE LIMITATIONS:** The Price shown on this Contract does not include permitting fees, electrical, plumbing, lighting, or other utilities, or any engineering or architectural fees unless specifically listed herein. **Contractor does not perform any electrical work. All electrical work must be disconnected prior to commencement of the project.** PURCHASER must contract separately for all electrical and plumbing work. Additional acknowledgments and limitations are attached hereto as Exhibit "A", are a material part of this Contract and must be initialed by the PURCHASER prior to commencement of the Work. **ALL DIMENSIONS ARE APPROXIMATE AND MAY VARY DUE TO CONSTRUCTION MATERIALS, TRIMMING AND SITE CONDITIONS.**
- (3) **RESPONSIBILITIES OF THE PARTIES REGARDING PERMITTING:** Unless otherwise agreed, Contractor will apply for the permits necessary for this project. The parties acknowledge that multiple permits from authorizing agencies may be required. PURCHASER, at PURCHASER's sole expense, will provide Contractor with all documents required by the permitting agency, including but not limited to, surveys, plats, blueprints, Association approval letters, variance signatures from neighbors and any other documents as mandated by the permitting agency. As the permitting requirements are not determined by Contractors, PURCHASER agrees that Contractor shall not be liable for any permits that cannot be obtained. Contractor will advise and assist PURCHASER with applicable code and permitting requirements. Notwithstanding the foregoing, the parties acknowledge that permitting agencies can and do change permitting and code requirements and that such changes may require the submission of additional documentation and/or revisions to the work to be performed. In the event of changes to permitting and code requirements that necessitate additional labor, materials and/or services for the project, Contractor will prepare a Change Order setting forth the required changes and the cost thereof; payment for the Change Order is due as stated in SECTION (4) below.
- (4) **CHANGES: CONTRACTOR** shall make all alterations, furnish the materials or services for and perform all extra work or omit any work which PURCHASER may require without modifying any other provision of this Contract at a reasonable addition to or reduction from the Contract price herein. PURCHASER specifically agrees to pay for all changes which he or she may authorize, either orally or in writing, which are not a part of this Contract. Unless otherwise specifically agreed to in writing, the amount due for such extra work shall be the cost of such work plus twenty-five (25%) percent of the cost, which amount is comprised of 15% for CONTRACTOR's overhead and 10% for profit.

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TERMS AND CONDITIONS

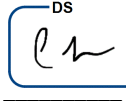
(5) **WARRANTIES AND LIMITATIONS:** GIBSON MARINE CONSTRUCTION warrants all labor for a period of 25 years from the date of substantial completion to be within industry standards. An absolute condition precedent to the warranties set forth in this paragraph is PURCHASER's full compliance with all obligations set forth herein, including without limitation, all timely payments pursuant to the provisions of this contract as well as the notice requirements of Chapter 558. Upon receipt of final payment, Contractor will provide PURCHASER with all manufacturer and dealer warranties and guarantees on equipment and materials installed at the project. PURCHASER agrees that Contractor shall have no liability for or with respect to any equipment and/or materials purchased or furnished by others in connection with the design and construction of the project, including, but not limited to: boat or PWC lifts; utility and water services; decking, wood, concrete and the like. PURCHASER agrees to look solely to the manufacturer of such equipment and/or materials for any and all damages, defects and warranty claims and further agrees to hold Contractor harmless as to any and all liability associated therewith.

NOTE: Counties in Central Florida have experienced a severe worm infestation which may potentially damage dock pilings. It is GIBSON MARINE CONSTRUCTION's strongest recommendation that all pilings be wrapped by others to prevent damage to the pilings. Unless specifically set forth herein, this Contract does NOT include wrapping of pilings. NO LIABILITY WHATSOEVER will be assumed by GIBSON MARINE CONSTRUCTION for any infestation of worms or similar infestations which affect the dock structure.

(6) **DELAYS:** CONTRACTOR shall not be liable to PURCHASER for delay in the work hereunder by the act, neglect or fault of PURCHASER, or by reason of fire or other casualty, or on account of riots, strikes, or other combined action of the workmen or others, or on the account of any acts of God, delays caused by weather or any other cause beyond CONTRACTOR'S control, including the unavailability or delay in the delivery of materials. Additionally, in the event any drilling, jetting and/or hammering activities by Contractor cannot be correctly completed due to impenetrable bottomland, irregular soil or other natural conditions, the same will be considered a force majeure. Upon the discovery of such condition, Contractor shall be entitled to charge and Owner agrees to pay the additional fees and costs for the additional labor and/or materials required to address the condition and complete the activity. In such event, Contractor will prepare a Change Order setting forth the additional labor and/or materials required and the cost thereof; payment for the Change Order is due as stated in Section (4). PURCHASER specifically acknowledges that no completion date has been guaranteed and that there shall exist no damages for any delay in the completion of the contract hereunder. Contractor shall be solely responsible for the means and methods of construction of the project and for the performance of the work performed hereunder.

(7) **DISPUTES:** In the event of any lawsuit arising out of this Contract, or the work to be performed thereunder, the venue of such suit shall lie in Pinellas County, Florida, and PURCHASER waives whatever rights he may have in the selection of venue. The prevailing party shall be entitled to recover from the losing party all costs of any litigation to enforce or defend any provision of this Contract, including any and all appeals filed on behalf of either party. Such costs shall include, but are not limited to, a reasonable attorney's fee and expert witness fees. This Contract shall be governed by the laws of the State of Florida. **THE PARTIES HERETO HEREBY VOLUNTARILY AND UNEQUIVOCALLY WAIVE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.**

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(8) **PAYMENTS AND INTEREST ON UNPAID BALANCE:** Payments are due in accordance with the terms set forth herein regardless of any lender disbursement schedule. PURCHASER hereby authorizes any lender to make payments directly to CONTRACTOR whether or not such lender was referred by or affiliated with CONTRACTOR. "Completion of the Work" as used herein relating to final payment, shall mean "substantial completion" which should be defined as the earlier of the date upon which PURCHASER is able to utilize the labor, materials or equipment provided by CONTRACTOR for its intended purpose, regardless of whether punch list or warranty items remain incomplete. Should PURCHASER fail to timely make any payment hereunder, interest shall be charged on the unpaid principal balance at the rate of 1-1/2% per month until paid.

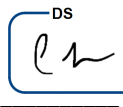
(9) **RIGHT TO STOP WORK OR TERMINATE CONTRACT:** CONTRACTOR shall have the right to stop work if payments are not made when due under this Contract, and may keep the job idle until all payments have been received. In the event any payments due hereunder are past due for a period exceeding ten (10) days, CONTRACTOR may declare a material breach under this Contract and terminate all further performance hereunder. At such time, CONTRACTOR shall be entitled to all damages set forth in the default provisions hereunder or otherwise allowed under Florida law.

(10) **ACCEPTANCE AND FINAL PAYMENT:** PURCHASER'S acknowledgment of, or acceptance of any labor, materials or equipment furnished pursuant to the terms of this Contract, shall constitute PURCHASER'S acceptance of said labor and materials and the making of the Final Payment hereunder shall constitute a waiver of all claims which PURCHASER has, or may have, against CONTRACTOR.

(11) **BINDING EFFECT AND SEVERABILITY:** This Contract shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto. Should any provision or portion of this Contract be adjudged invalid, illegal, unconscionable or in conflict with any law of the state of Florida, the validity, legality and enforceability of all remaining portions and provisions of this Contract shall not be affected or impaired thereby.

(12) **ENTIRE AGREEMENT:** This Contract, including the Contract Notices and Disclosures, contains all of the terms and conditions as agreed by the parties hereto, and no other agreements, instruments or papers, oral or otherwise, respecting the subject matter of this Contract, shall be deemed to exist or to bind any of the parties hereto, subject to the provisions of paragraph (4) herein.

(13) **Material Escalation Clause:** If, during the performance of this contract, the cost of materials significantly increases, through no fault of contractor, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in materials exceeding 5% experienced by contractor from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the contractor shall not be liable for any additional costs or damages associated with such delay(s).

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TERMS AND CONDITIONS

I HEREBY CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THE PROVISIONS OF THIS CONTRACT, INCLUDING THE TERMS AND CONDITIONS CONTAINED HEREIN AND THE CONTRACT NOTICES AND DISCLOSURES, AND I AGREE TO ALL OF THE PROVISIONS, TERMS AND CONDITIONS THEREOF.

ESI MARINE CONSTRUCTION, INC. d/b/a GIBSON MARINE CONSTRUCTION

Customer Signature:  Date: 5/17/2024

Customer Signature: _____ Date: _____