



Greg Orick II Marine Construction, Inc.

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Barefoot Pelican
Phone: 239-601-3525271 Southbay
Naples, FL 34108Job Address:
271 Southbay Dr
Naples, FL 34108**Print Date:** 10-23-2024

271 South Bay Dr. - Individual Slip Owner Options

EXHIBIT "A"

DISCLOSURE REGARDING MANDATORY PROVISIONS FOR DIRECT CONTRACTS

Pursuant to § 713.015, Florida Statutes, the following notice provision is required to be provided to the Owner (Owners) and printed in no less than 12-point, capitalized, boldface type on the front page of the contract or on a separate page, signed by the Owner (Owners) and dated. The following is provided in compliance with this requirement:

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER". FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Lift Electric

Priced is based on connecting power from the sub-panel at the the foot of the dock to each lifts Gem, disconnect, GFI, and motors.

Items	Description	Qty/Unit	Price
Wire 2 Motor Boat Lift Boat Lift Electric	Furnish all labor & materials to install electric as needed to the proposed boat lift running 1/2" - 1" PVC conduit with stranded THHN copper wire fastened with stainless steel straps & screws. Install the Gem boat lift remote control box & wire it to the boat lift motors, includes a disconnect switch & GFI receptacle mounted underneath the Gem control box. This includes running wire from the sub panel at the foot of the dock.	1 lift(s)	\$1,700.00
Wire 4 Motor Boat Lift Boat Lift Electric	Furnish all labor & materials to install electric as needed to the proposed boat lift running 1/2" - 1" PVC conduit with stranded THHN copper wire fastened with stainless steel straps & screws. Install the new Gem boat lift remote control box & wire it to the boat lift motors, includes a disconnect switch & GFI receptacle mounted underneath the Gem control box. This includes running wire from the sub panel at the foot of the dock.	1 lift(s)	\$2,600.00

Lift Options (Required - Choose One Option).

Larger boat lifts are available upon request.

Items	Description	Qty/Unit	Price
Salty Hoist 7K Boat Lift Salty Hoist Boat Lifts	Install a 7,000 lb. capacity Salty Hoist aluminum boat lift complete & ready for electric. Price includes Direct Drive Fully Enclosed Gears, Stainless Steel Motors, Grooved Cable Winders, Aluminum Bunks, & a Gem GR2A control box w/ Auto-Stop feature. Lift piles to be set 6' above deck.	1 lift(s)	\$13,440.00
Salty Hoist 10K, 2 Motor Boat Lift Salty Hoist Boat Lifts	Install a 10,000 lb. capacity Salty Hoist aluminum boat lift complete & ready to lift boat. Price includes Direct Drive Fully Enclosed Gears, Stainless Steel Motors, Grooved Cable Winders, Aluminum Bunks, & a Gem GR2A control box w/ Auto-Stop feature. Lift piles to be set at 6' above deck.	1 lift(s)	\$15,700.00
Salty Hoist 13K Boat Lift Salty Hoist Boat Lifts	Install a 13,000 lb. capacity Salty Hoist aluminum boat lift complete & ready to lift boat. Price includes Direct Drive Fully Enclosed Gears, Stainless Steel Motors, Grooved Cable Winders, Aluminum Bunks, & a Gem GR2A control box w/ Auto-Stop feature. Lift piles to be set 6' above deck.	1 lift(s)	\$16,590.00
Salty Hoist 16K, 2 Motor Boat Lift Salty Hoist Boat Lifts	Install a 16,000 lb. capacity Salty Hoist 2 motor aluminum boat lift complete & ready to lift boat. Price includes Direct Drive Fully Enclosed Gears, Stainless Steel Motors, Grooved Cable Winders, Aluminum Bunks, & a Gem GR2A control box w/ Auto-Stop feature. Lift piles to be set 6' above deck.	1 lift(s)	\$17,490.00
Salty Hoist 20K, 4 Motor Boat Lift Salty Hoist Boat Lifts	Install a 20,000 lb. capacity Salty Hoist 4 motor aluminum boat lift complete & ready to lift boat. Price includes Direct Drive Fully Enclosed Gears, Stainless Steel Motors, Grooved Cable Winders, Aluminum Bunks, & a Gem GR4A control box w/ Auto-Stop feature. Lift piles to be set 42" above deck.	1 lift(s)	\$25,930.00
Salty Hoist 24K, 4 Motor Boat Lift Salty Hoist Boat Lifts	Install a 24,000 lb. capacity Salty Hoist 4 motor aluminum boat lift complete & ready for electric. Price includes Direct Drive Fully Enclosed Gears, Stainless Steel Motors, Grooved Cable Winders, Aluminum Bunks, & a Gem GR4A control box w/ Auto-Stop feature. Lift piles to be set 42" above deck	1 lift(s)	\$25,340.00
Salty Hoist 32K Boat Lift Salty Hoist Boat Lifts	Install a 32,000 lb. capacity Salty Hoist aluminum boat lift complete & ready for electric. Price includes Direct Drive Fully Enclosed Gears, Stainless Steel Motors, Grooved Cable Winders, Aluminum Bunks, & a Gem GR4A control box w/ Auto-Stop feature. Lift piles to be set 42" above deck.	1 lift(s)	\$29,720.00

Dock Accessories Options

Items	Description	Qty/Unit	Price
Dock Box 625 Dock Box	22" Wide x 71" Long x 24 1/2" High White Fiberglass Dock Box w/ Vents & Gas Shocks	1	\$1,265.00
10" Aluminum S Cleat Cleats	10" Cast Aluminum S Cleat Fastened w/ Stainless Steel Hardware	1 cleat(s)	\$60.00
8' Heavy Duty Black Rubber Bumpers Bumpers	8' Heavy Duty Bumper w/ 2" x 4" Composite Backing & Stainless Steel Lag Bolts \$325 Each	1 bumpr(s)	\$325.00

Walk Plank Options

Custom lengths are available upon request.

Items	Description	Qty/Unit	Price
16"x 24' Standard Aluminum Walk Plank Walk Plank	16"x 24' Walk Plank w/ Diamond Plate End Caps & 4 Tabs w/ Mounting Bolts	1 plank(s)	\$2,110.00
16"x 30' Standard Aluminum Walk Plank Walk Plank	16"x 30' Walk Plank w/ Diamond Plate End Caps & 4 Tabs w/ Mounting Bolts	1 plank(s)	\$2,635.00
Walk Plank Stairs w/ Hand Railing Walk Plank	4-Step Aluminum Stairs w/ Hand Railing mounted on Aluminum Walk Plank	1 stair(s)	\$1,235.00

Total Price: \$156,140.00

A Greg Orick II Marine Construction will not be held responsible for any damage resulting during or after the work to any seawall, bulkhead, dock, piling, shoreline, sod, irrigation, fixtures, utilities, landscaping, fences, walls, pools, patios or any other known structure or property in work area or access to work area, unless due to his own negligence, but will take all due care.

No water, no permit, and no survey included on this proposal.

Payment Terms:

40% Due Upon Signing,
60% Due Upon Completion

ORAL REPRESENTATIONS CAN NOT AND SHOULD NOT BE RELIED UPON AS CORRECTLY OR ACCURATELY STATING THE REPRESENTATIONS AND AGREEMENTS OF THE CONTRACTOR. FOR CORRECT AND ACCURATE REPRESENTATIONS AND AGREEMENTS, REFERENCE SHOULD AND MUST BE MADE TO THIS CONTRACT.

GREG ORICK II MARINE CONSTRUCTION, INC. TERMS AND CONDITIONS

Agreement. The term "Agreement" shall mean both these Terms and Conditions as well as the fully executed Proposal entered into between Greg Orick II Marine Construction, Inc. ("Contractor") and the person and/or entity seeking to retain Contractor to provide construction or other related services ("Owner").

Initial Payment. The Owner shall pay to the Contractor at the Owner's signing of this Agreement, the initial deposit ("Deposit"). It is understood that the Contractor, by entering into this Agreement, may commit significant resources to this construction project such as overhead and administrative burden, and also may decline other opportunities that the Contractor would have otherwise undertaken. During the course of this

Agreement, the Contractor is permitted to utilize the Deposit in its sole discretion to apply to unpaid Progress Payments. The Deposit may be used by the Contractor to pay for pre-construction and ongoing Cost of the Work, fees, supply deposits and other items and/or applied to invoices and billings. If the Deposit is greater than the Final Progress Payment, the Residual Final Payment and any unpaid Progress Payments remaining, the Contractor shall refund the difference to Owner.

Progress Payments. Except as otherwise provided herein, the sums paid as Deposit and Progress Payments hereunder shall be applied to the sums due to the Contractor for the Contract Amount. In the event Owner has been notified by Contractor that a Progress Payment is due and fails to pay same within ten (10) days, Owner shall be required to pay interest on the amount of any Progress Payment (or any other sum required hereunder to be paid) equal to eighteen (18%) percent per annum from the date on which the payment was originally required to be made, to and including the date on which the payment actually occurs. Contractor shall be entitled to lien rights secured by the subject Property for all sums due the Contractor.

Building Code Changes. In the event of any changes in the applicable building codes regulating the project or Work after the execution of this Agreement, it is agreed that the Contractor may modify the plans and construction to conform to the requirements of such code and any cost increase resulting therefrom shall be included in the Cost of Work and paid by the Owner together with the Contractor's Fee to be computed in the same manner as a change order.

Price Escalation. Due to recent events, the construction industry is experiencing shortages of materials and labor, as well as volatility in commodity pricing. If there are significant increases in the prices that Contractor pays for materials and supplies for the work to be performed between the date the Agreement is signed and the date that materials are purchased for the work to be performed, Contractor reserves the right to seek, and Owner agrees to accept, an equitable adjustment to the project proposal amount and/or cost as needed to account for additional procurement time and cost escalation due to these events. A significant increase in price is defined herein as an increase as to any specific items of materials of two and five tenths percent (2.5%) or more. This would apply, but not be limited to price increases in lumber, decking, plywood, hardware, steel, sheet metal, aluminum, roofing materials, fuel, manufactured products, and equipment. Contractor shall not be responsible for increased prices of materials when caused by delays, shortages, or unavailability of materials due to conditions not caused by Contractor. Contractor will notify the Owner of any impacts to the project proposal amount and/or cost within a reasonable time after they become known. Contractor will assume a duty of care to minimize such impacts during negotiations with respective trade subcontractors and vendors.

DEFAULT.

Owner May Terminate. If, through no fault of the Owner, the Contractor fails to fulfill its obligations under this Agreement (whether non-monetary or monetary obligations), the Owner shall provide written notice of default to the Contractor identifying the default. The Contractor shall have fifteen (15) days to cure such default. In the event that a cure of such default by its nature would require more time to cure (such as correction of a non-conforming construction item) then the Contractor may have such additional time as may reasonably be needed to effect such cure, so long as the Contractor commences with the cure and diligently pursues such cure to completion, without unreasonable delay. At such time as Owner is entitled to exercise a remedy upon a Contractor default (that is not properly cured by the Contractor) then upon an additional fifteen (15) days written notice to the Contractor, Owner may terminate the services of the Contractor, take possession of the project and finish the Work, and Owner shall be entitled to be compensated for its actual damages. The Owner shall not be entitled to consequential damages, punitive damages or delay damages, and Owner knowingly and voluntarily waives such damages.

Contractor May Stop Work or Terminate. If, through no act or fault of the Contractor, the Owner fails to fulfill its obligations under this Agreement (whether non-monetary or monetary obligations), the Contractor shall provide written notice of default to the Owner identifying the default. The Owner will have fifteen (15) days to cure non-monetary defaults and five (5) days to cure monetary defaults (i.e., make payment of amounts due). In the event that a cure of such default of a non-monetary obligation by its nature would require more time to cure, then the Owner may have such additional time as may reasonably be needed to complete such cure, so long as the Owner commences with the cure and diligently pursues such cure to completion, without unreasonable delay. If the Owner fails to cure the default within the required time period, the Contractor may (i) suspend all Work until the default is cured, or (ii) terminate the Agreement and recover from the Owner (a) payment for the cost of the Work incurred up until the date of such termination, along with any other related fees, expenses and costs, and (b) an amount that would compensate the Contractor for its lost opportunity to obtain a reasonable profit on the balance of the work (i.e., lost profits). Such amount for lost profits shall be determined at the time of termination as a sum equaling twenty-five percent (25%) of the balance of the cost of the Work which has not been completed. Contractor shall be entitled to lien rights secured by the Property for all sums due to the Contractor as may be allowed by Part I, Chapter 713, Florida Statutes. If the Contractor terminates or suspends the Work, the Owner shall be obligated for all costs reasonably incurred by the Contractor associated with such termination or suspension (i.e., work needed to secure the jobsite, cleaning of the jobsite, supervision, etc.). Contractor shall not be entitled to punitive damages or delay damages, and Contractor knowingly and voluntarily waives such damages.

TIME OF ESSENCE. Unless specifically provided to the contrary by a provision of this Agreement, time shall be of the essence of this Agreement and the payment to Contractor of all amounts required by this Agreement.

GOVERNING LAW. This Agreement shall be interpreted, and the rights and duties of the parties hereto shall be determined, in accordance with the laws of the State of Florida, without reference to or application of principles of choice of law or forum. The venue for any dispute arising out of this Agreement shall be the Circuit Court of the Twentieth Judicial Circuit in Collier County, Florida.

MISCELLANEOUS.

A. This Agreement may be executed in any number of counterparts which together shall constitute the agreement of the parties. The effective date of this Agreement is the date it is executed by the Contractor. Offer and/or acceptance by facsimile are binding. A facsimile signature on this Agreement or any amendment or addendum hereto shall be deemed to be an original. In the event of conflict, handwritten provisions initialed by both parties will control over typewritten provisions. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its

preparation. The parties waive their rights to claim or seek punitive damages against each other. In addition, the parties hereby waive their rights to seek a jury trial for any dispute arising from or relating to this Agreement or the work contemplated herein, and such waiver shall be construed as broadly as possibly against entitlement to a jury trial. Failure of any party to insist upon compliance with any provision hereof shall not constitute a waiver thereof, and no waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. If any provision of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be unenforceable, void or invalid, then such holding shall be limited to its most narrow application and shall not affect the remaining provisions of this Agreement, which shall remain valid and in full force and effect.

B. The parties acknowledge that this Agreement contains the entire and complete agreement between the parties concerning all subject matters of this Agreement and that there are no oral or written understandings, warranties, agreements, promises, assurances, or representations (collectively referred to hereinafter as "representations") between the parties not expressed herein. The parties agree that all prior oral and written representations are merged herein. It is further agreed by the parties that all prior and contemporaneous oral and written representations by either party or any individual (including, but not limited to, the parties' representatives, agents, employees, officers, directors, attorneys, trustees, partners, managers, or predecessors in interest) shall not be binding or enforceable unless specifically set forth in writing in this Agreement. The parties hereby agree that any reliance upon such representations which are not specifically set forth in this Agreement in writing is unreasonable, unjustifiable, and unenforceable, and such did not induce either party to enter into this Agreement. No modification, change or amendment to this Agreement shall be valid, effective, binding or enforceable unless in writing and signed by the parties hereto. It is further agreed by the parties hereto that all prior understandings and agreements are superseded by and are merged into this Agreement. No representations, claims and statements, inducements, advertising, brochures, promotional activities, maps or otherwise, made by Contractor or their agents, representatives, or employees shall in any way be binding on Contractor and shall be of no force and effect unless expressly set forth in this Agreement. Renderings, photographs, and drawings are not actual renderings, photographs or drawings of the Work and do not constitute a representation or warranty as to construction, interior finish, decor, amenities, or other features. Owner acknowledges that no representation has been made by Contractor, or any agents, representatives, or employees of the Contractor, as to any income, income tax, investment, or economic benefit to be derived by virtue of the ownership or construction of the work contemplated herein.

Approval Deadline: Nov 30, 2024

By Signing, the Owner(s) confirm that their action here represents their electronic signature and is binding, and also acknowledges receipt of the above statutory disclosure (Exhibit A), on the date set forth below. The Owner(s) also acknowledges that the above prices, specifications and conditions are satisfactory and are hereby accepted. Greg Orick II Marine Construction, Inc. and/or A Greg Orick Marine Construction, Inc. is authorized to do the work as specified. Payment will be made as outlined above:

Signature: _____

Date: _____

Print Name: _____