Boat Lift Doctor, LLC DBA Coastal Marine Construction
License # SCC131152025

Quote and Agreement provided by Boat Lift Doctor & Coastal Marine Construction ("Contractor")

Services Performed for:
Matanzas Shores Owners Association
60 Surfview Dr
Palm Coast, FL 32137 Palm Coast, FL 32137

Billing Contact:
Matanzas Shores Owners Association (386) 445-7443
msoahoa@gmail.com
110 E Collector Rd
Palm Coast, FL 32137 9/23/2026

Job Description ("Work"):

Where the existing walkway ends, construct a new 30' x 5' walkway addition. The walkway will include a two-board barrier with an Owens Corning WearDeck 2" x 12" top plate in the color Weatherwood. The top of the barrier will be 2' shorter than the existing dune walkover top-plate. This included all labor, materials, engineered drawing, FDEP permitting, and local permitting.

- Construction will begin with 8" 2.5 marine grade pilings.
- Framings consist of 2"x12" #1C .60 cca pressure treated crossbucks to be secured using (2) ½" inch stainless steel through bolts on every piling.
- Stringers are to be 2"x10" #2 .60 cca marine grade 16" or 24" on center.
- Decking consists of 1"x6" Weardeck decking in the color Weatherwood with 316 grade stainless screws.

The following are included as part of the Work:

- ✓ All labor, equipment and material required to construct the Work as described above.
- ✓ A (10) year warranty on workmanship on the Work, excluding Force Majeure events (Force Majeure refers to an event beyond the control of the Contractor or Owner i.e., such as a flood, storm, acts of war or crime.)
- ✓ Permitting through the local government. Once the permit is submitted, all plans are final. If revisions are needed, the homeowner will be responsible for additional fees.

The following are excluded as part of the Work:

- Landscaping or sod
- Dredging
- Survey to be used as site plan
- Any additional surveys required for the permitting process that are not specifically mentioned above are excluded
- Electrical unless otherwise mentioned.
- Any item not specifically mentioned above as being included is excluded
- Impact fees through HOA if required.
- Removal and/or reinstallation of fences, pavers, french drains, irrigation, electrical lines, lights, landscaping, retaining walls, pool enclosures, land clearing, bushes, trees, rocks or debris behind wall unless otherwise specified in the quote.

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ESCALATION CLAUSE FOR SPECIFIED BUILDING MATERIALS

The contract price for this residential construction project has been calculated based on the current prices for the component building materials. However, the market for the building materials that are hereafter specified is considered to be volatile, and sudden price increases could occur. The Builder agrees to use his best efforts to obtain the lowest possible prices from available building material suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of contract for use in this residential construction project, the Owner agrees to pay that cost increase to the Builder. Any claim by the Builder for payment of a cost increase, as provided above, shall require written notice delivered by the Builder to the Owner stating the increased cost, the building material or materials in question, and the source of supply, supported by invoices or bills of sale.

Specified Building Material Date Supplier / Current Price per (Unit of Measurement) / Date / Supplier

1) _____ / _____ / _____/ _____

2) _____ / _____ / _____/ _____

3) _____ / _____ / _____/ _____

4) _____ / _____ / _____/ _____

5) _____ / _____ / _____/ _____

6) _____ / _____ / _____/ _____

SPECIAL CIRCUMSTANCES — RIGHT OF TERMINATION

The contract price for this residential construction project has been calculated based on the current cost of materials. Should there be a rise in cost of any specified building materials, exclusive of any other price changes, that would cause the total contracted price to increase by more than (5%), the Builder will, prior to making any additional purchases of specified materials, provide the Owner a written statement expressing the percentage increase of the contracted price, the building materials in question, and the dollar amount of the price increase to be incurred. The Owner may at that point, choose to terminate the contract by providing to the Builder, written notice of termination within five (5) business days. If termination is elected, the Builder shall provide the Owner a written notice of termination, and the Owner shall be required to pay the Builder for all costs expended in performance of the contract up to the date of termination, in addition a payment of a prorated percentage of the Builder's profits based on the percent of completion. If the owner does not terminate within five (5) business days, such non-objection is deemed acceptance of the price increase.

In the event that prices decrease by more than 5%, the Builder will credit the difference on the final bill. Such credit will not be a refund payable to the Owner.

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TERMS AND CONDITIONS

1. Quote Validity:
Due to ongoing material price increases from our suppliers, this Quote is valid for **seven (7) days** from the date issued The Work outlined in this Quote and Agreement constitutes the **entire Agreement** between the parties. No verbal directions, modifications, or changes will be valid unless accompanied by a **written change order** approved and signed by both parties.

2. Unauthorized Work:
Any work, changes, manipulations, adjustments, additions, or deletions made to any **Boat Lift Doctor LLC, DBA Coastal Marine Construction** project, lift system, or portion of the Work by anyone other than a Contractor's employee or authorized representative will **void this Agreement and Warranty**. There are **no exceptions** to this policy. The Owner accepts **full responsibility and liability** for any such actions.

3. Construction Zone & Owner Responsibilities:
At the time of the Work, the Owner's property becomes an **active construction zone**. The Owner is strongly advised to remove **watercraft, floating docks, lights, fishing equipment, furniture, and other personal belongings** until the Work has been completed.
The Contractor is not responsible for moving personal belongings and is not liable for damage to property not permanently affixed.

4. Yard and Property Conditions:
Heavy loads of materials and equipment may cause **ruts in sod**, **marks on driveways**, or **damage to yard décor or lighting**. The Owner should provide the Contractor with any **specific written instructions** regarding placement of materials, vehicle access, or other considerations **at the time of Agreement execution**.
The Contractor will not assume responsibility for sod or driveway damage unless **explicit written instructions** are provided before work begins. Please note: **No sod or dirt is included** unless otherwise specified. Coastal Marine Construction is **not responsible** for cut sprinklers, water lines, utilities, or other underground systems.

5. Irrigation Systems (if applicable):
During construction, silt and other debris may be stirred up as a result of the Contractor's jetting process. This may enter the intake of **lake-fed irrigation systems** and cause pump or line clogging. The Contractor is **not responsible** for materials entering the irrigation pump or lines. It is **recommended that the Owner turn off the pumps** during construction.

6. Scope of Work Changes:
There will be **no deviation** from the scope of work outlined in the signed contract or work order without written authorization.
Any changes requested must be approved **through the office**, not directly with the crew and no changes may be made the day works begins without a signed and approved addendum. Additional charges will apply for such changes or for any resulting delays in project completion. This process ensures clear communication and smooth progress on your project.

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7. Additional Charges:
Additional charges may apply if any of the following conditions are encountered:
• Coquina rock or other underground obstructions
• Electrical, plumbing or irrigation work is required
• Trees, roots, old pilings, or existing structures interfere with the Work
• Hidden debris or buried materials delay excavation or installation
• Engineering changes or modifications are requested after permitting

8. Litigation and Legal Costs:
If either party initiates a claim or legal action to enforce this Agreement or recover damages due to a breach, the **prevailing party** shall be entitled to recover, in addition to any awarded damages:
• **Interest** at a rate of **18% per annum** (or the maximum allowed by law) from the date payment was due
• **All reasonable litigation costs and attorney's fees** as determined by the court

9. Severability:
If any term or provision of this Agreement is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect unless the overall intent of the Agreement is substantially defeated.

LIQUIDATED DAMAGES CLAUSE

It is acknowledged that the Owner's failure to remit payment as scheduled will cause the Contractor to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Contractor of actual damages, and that **liquidated damages represent a fair, reasonable, and appropriate estimate thereof**. Accordingly, in lieu of actual damages for non-payment, the Owner agrees that liquidated damages may be assessed and recovered by the Contractor against the Owner in the event of non-payment, **without the Contractor being required to present any evidence** of the amount or character of actual damages sustained. Therefore, the Owner shall be liable to the Contractor for payment of all labor performed up to date at a rate of **one thousand dollars ($1,000.00) per day**. The Customer is responsible for all materials for the job up to date. The interpretation and enforcement of this Agreement shall be governed by and in accordance with the **laws of the State of Florida** and shall bind and benefit the parties hereto and their successors and assigns.Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. If either party to this Agreement brings a claim or litigation to enforce any provision of this Agreement, or for damages due to any breach, or under any indemnity provided herein, the **prevailing party** on any issue in such litigation (and any appeals therefrom) shall be entitled to recover, in addition to any damages or relief granted, **interest at a rate of 18% per annum** (or the maximum allowed by law) from the date of owing, as well as **all reasonable costs, expenses, and attorney's fees** as fixed by the court. In the event any term or provision of this Agreement is determined to be unenforceable or inoperative as a matter of law, the remaining terms and provisions shall not be affected thereby and shall remain in full force and effect unless the overall intent of this Agreement is substantially defeated by such illegality or lack of enforceability.

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713.015 Mandatory provisions for direct contracts. —

(1) Any direct contract greater than $2,500 between an owner and a contractor, related to improvements to real property consisting of single or multiple family dwellings up to and including four units, must contain the following notice provision printed in no less than 12-point, capitalized, boldfaced type on the front page of the contract or on a separate page, signed by the owner and dated:

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES 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.

(2)(a) If the contract is written, the notice must be in the contract document. If the contract is oral or implied, the notice must be provided in a document referencing the contract.

(b) The failure to provide such written notice does not bar the enforcement of a lien against a person who has not been adversely affected.

(c) This section may not be construed to adversely affect the lien and bond rights of lienors who are not in privity with the owner. This section does not apply when the owner is a contractor licensed under chapter 489 or is a person who created parcels or offers parcels for sale or lease in the ordinary course of business.

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Total Project:

Where the existing walkway ends, construct a new 30' x 5' walkway addition. The walkway will include a two-board barrier with an Owens Corning WearDeck 2" x 12" top plate in the color Weatherwood. The top of the barrier will be 2' shorter than the existing dune walkover top-plate. This included all labor, materials, engineered drawing, FDEP permitting, and local permitting.

$19,612.00 (Base Price)

Additional Options

Lighting, ladders, rope, piling caps, and other accessories are available upon request and may be quoted separately.

Important Project & Site Regulations

Due to insurance requirements, permitting requirements, and applicable state and county regulations, the following requirements apply until the project has received its final inspection and approval:

- Only **Richard Bennett or authorized representatives of Coastal Marine Construction** may perform work or access the project site for construction purposes.
- Unauthorized individuals may not enter or perform work within the project area.
- No additions, deletions, alterations, or modifications may be made to the project beyond what is included in the approved scope of work and permit documentation without prior approval from Coastal Marine Construction.
- No locks, security devices, or other modifications may be added to electrical boxes, remote controls, or project equipment until the project has been completed and final inspection requirements have been satisfied.

These requirements are intended to maintain site safety, comply with applicable regulations and insurance requirements, and prevent unauthorized changes that could affect the project, permitting, inspection, or warranty.

Customer Initials: TW _____

Payment Information
There is a **3.6% charge** for credit card transactions.

Owner agrees to pay Contractor in accordance with the following payment schedule:

Contract signing	10%	(Includes permits & engineer drawing for project)
Mobilization & materials delivered	40%	(40% must be paid within 24 hours of pilings being delivered)
Post installed	40%	(40% must be paid within 24 hours of pilings being installed)
Completion of job	10%	(Once final inspection has been passed & project is finalized)

Payment is due within 5 days of invoice for all draws. If payment is not received, then a 10% fee will be applied.

Customer Acknowledgment

By signing below, the Owner acknowledges that they have reviewed and understand the project scope, payment schedule, site requirements, lift support information, water-depth considerations, and other terms contained within this agreement.

OWNER

Signature: Tom Weatherhead _____
Tom Weatherhead, President

Printed Name: _____

Date: 2026-10-02 _____

COASTAL MARINE CONSTRUCTION

Authorized Representative: Mark Mihelich _____

Date: 2026-10-01 _____

For illustration purposes only:

