

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida, whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County"), and Coral Creek Homeowners Association, Inc., a not-for-profit corporation, whose address is c/o Integrity Property Management, 5665 Coral Ridge Drive, Coral Springs, Florida 33076 ("Coral Creek"). County and Coral Creek are individually referred to as a "Party," and collectively referred to as the "Parties."

RECITALS

- A. County is the owner of certain real property, as more particularly described in **Exhibit A** attached and made part of this Settlement Agreement ("Property").
- B. On November 6, 1992, the Parties entered into a Revocable License Agreement ("License Agreement"), recorded in the Official Records of Broward County, Book 20049, Page 237.
- C. Under the License Agreement, County granted Coral Creek a revocable license to install a wall (the "Wall"), landscape, and irrigation (collectively, the "Improvements") on the Property for the purpose of providing a suitable buffer and screening for the benefit of Coral Creek.
- D. Coral Creek completed the Improvements and built the Wall adjacent to a canal that is owned and operated by Pine Tree Water Control District (the "District").
- E. Pursuant to the License Agreement, among other provisions, Coral Creek agreed to: (i) be responsible for the maintenance of the entire Property and the Improvements; (ii) not permit any hazard or nuisance on the Property; and (iii) not cause or permit any damage to the Property.
- F. After receiving complaints from the District that excessive, overgrown vegetation and invasive trees situated on the Property were affecting drainage and storm water facilities and interfering with the District's ability to maintain the canal, County notified Coral Creek of the complaints and requested that Coral Creek maintain the Property as required under the License Agreement.
- G. On July 11, 2019, County filed a lawsuit against Coral Creek alleging breach of contract and breach of implied covenant of good faith and fair dealing, and seeking declaratory relief and specific performance, styled *Broward County vs. Coral Creek Homeowners Association, Inc.*, Case No. CACE-19-014621, in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida (the "Lawsuit").

- H. On April 6, 2022, County filed a motion for leave to amend the complaint to add an additional claim of negligence due to work performed by Coral Creek on the Property.
- I. Coral Creek has disputed and continues to dispute liability for all claims asserted in the Lawsuit.
- J. In light of the foregoing, the Parties have engaged in considerable negotiations and discussions in an effort to amicably resolve the claims that County has raised against Coral Creek in the Lawsuit arising out of, or relating to, the maintenance and repair of the Wall and Property.
- K. The Parties wish to fully settle and resolve all issues in connection with the Lawsuit on the terms set forth in this Settlement Agreement, other than those matters specifically and expressly excluded herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. **Recitals.** The above recitals are true and correct and are incorporated in this Settlement Agreement.
- 2. **Terms of Settlement.**
 - 2.1 **Clearing and Removal of Plant Material.** Coral Creek shall, at its sole cost and expense, clear and remove all trees, vegetation, plant materials, overgrown trees and invasive plants from the Property in accordance with the Tree Cycle proposal dated September 12, 2023, as more particularly described in **Exhibit B** attached and made a part of this Settlement Agreement ("Clear the Property"). Coral Creek shall Clear the Property no later than April 30, 2024. Coral Creek shall not modify or deviate from the scope of work specifically described in **Exhibit B** unless Coral Creek obtains prior written consent and approval from County acting through its Broward County Director of Highway Construction and Engineering Division, which consent shall be at County's sole discretion. Coral Creek, and its employees, agents, invitees, contractors, and subcontractors, shall use all reasonable and safe methods to Clear the Property, and shall not impact the structural integrity of the Property and/or any adjacent property (including the adjacent District's canal and County-owned right-of-way). While working to Clear the Property, Coral Creek and its employees, agents, invitees, contractors, and subcontractors shall use all reasonable efforts to ensure that no plant material, trash, or debris falls into the District's canal. In the event that any plant material, trash, or debris falls into the

District's canal, Coral Creek, at its sole cost and expense, shall immediately remove said plant material, trash, or debris from the District's canal.

- 2.2 Slope and Embankment Repair. Coral Creek, at its sole cost and expense except for the County's Contribution as provided in Section 2.3 below, shall install, at minimum, a flat five (5) foot cover in front of the Wall and a 2H:1V canal side slope on the Property, as more particularly described in **Exhibit C** attached and made a part of this Settlement Agreement ("Embankment Repair"). In its completion of the Embankment Repair, Coral Creek shall ensure that the foundation of the Wall is fully covered in soil, as provided in **Exhibit C** of this Settlement Agreement. Coral Creek shall complete the Embankment Repair no later than July 31, 2024. In the event Coral Creek needs additional time to complete the Embankment Repair ("Extension"), Coral Creek shall submit a written request to County with a detailed timeline of completion ("Extension Request"), and County acting through its Broward County Director of Highway Construction and Engineering Division, at its sole discretion, may approve or deny the Extension Request. Coral Creek shall not modify or deviate from the scope of work specifically described in **Exhibit C** unless Coral Creek obtains prior written consent and approval from County acting through its Broward County Director of Highway Construction and Engineering Division, which consent shall be at County's sole discretion. Coral Creek, and its employees, agents, invitees, contractors, and subcontractors shall use all reasonable and safe methods to complete the Embankment Repair and shall not impact the structural integrity of the Property and/or any adjacent property (including the adjacent District's canal and County-owned right-of-way). While completing the Embankment Repair, Coral Creek and its employees, agents, invitees, contractors, and subcontractors shall use all reasonable efforts to ensure that no material, trash, or debris falls into the District's canal. In the event any material, trash, or debris falls into the District's canal during the Embankment Repair, Coral Creek, at its sole cost and expense, shall immediately remove said material, trash, or debris from the District's canal. Upon completion of the Embankment Repair, Coral Creek shall use all reasonable efforts to minimize erosion of the Property.
- 2.3 County's Contribution. Upon presentation of a certified paid invoice detailing the cost of the fully completed Embankment Repair, County shall reimburse Coral Creek up to Twenty-five Thousand Dollars (\$25,000) towards the cost of Coral Creek's Embankment Repair ("County's Contribution"). County shall deliver to Coral Creek County's Contribution no later than thirty (30) days after the certified invoice is received by County.

- 2.4 Maintenance and Repair of Wall. Coral Creek, at its sole cost and expense, shall complete any necessary repairs to the Wall including but not limited to filling in all cracks existing on the Wall or on the control joints of the Wall ("Wall Repair"). Upon completion of the Wall Repair and Embankment Repair, Coral Creek, at its sole cost and expense, shall pressure wash, clean, and paint the back side of the Wall facing the canal ("Wall Cleaning and Painting"). Coral Creek shall complete the Wall Repair and Wall Cleaning and Painting no later than sixty (60) days following the completion date of the Embankment Repair.
- 2.5 Continued Maintenance and Repair of Property. Coral Creek's obligation to Clear the Property, complete the Embankment Repair, complete the Wall Repair, and complete the Wall Cleaning and Painting shall be collectively referred to herein as "Coral Creek's Wall and Property Repairs." In addition to Coral Creek's Wall and Property Repairs and those continuous maintenance and repair obligations provided in the License Agreement, Coral Creek, at its sole cost and expense, shall perform, at a minimum, monthly routine maintenance of the Property including cutting the grass and removing any future growth of vegetation. Throughout the duration of the License Agreement, Coral Creek, at its sole cost and expense, shall continue to adhere to its maintenance and repair obligations as set forth in the License Agreement and this Settlement Agreement.
- 2.6 Permits. Coral Creek, its employees, agents, invitees, contractors, and subcontractors, shall obtain all permits, inspections, and certificates, if any, that are required by the governmental authorities having jurisdiction over the Property, related to Coral Creek's Wall and Property Repairs.
- 2.7 Mechanics Liens. Coral Creek shall keep the Property free and clear of all mechanics' liens resulting from any work done by or for Coral Creek. If any mechanics' lien is filed against the Property, Coral Creek shall immediately cause such lien to be discharged by payment, by deposit, or by the filing of a bond in accordance with state law.
- 2.8 Damage to Property or Canal. Coral Creek shall be liable for any damages to the Property, or the adjacent District's canal or County-owned right-of-way, caused intentionally or unintentionally by any act or omission by Coral Creek, its employees, agents, invitees, contractors, and/or subcontractors in performing Coral Creek's Wall and Property Repairs. Coral Creek shall immediately notify County in writing of any damage to the Property, or adjacent District's canal or County-owned right-of-way, and immediately cure such damage.
- 2.9 Indemnification. Coral Creek shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers,

agents, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Settlement Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Settlement Agreement or breach of the License Agreement by Coral Creek, or any intentional, reckless, or negligent act or omission of Coral Creek, its officers, employees, or agents, arising from, relating to, or in connection with this Settlement Agreement, the License Agreement, or Coral Creek’s Wall and Property Repairs (collectively, a “Claim”). If any Claim is brought against an Indemnified Party, Coral Creek shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County’s option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Settlement Agreement.

- 2.10 Insurance. Coral Creek, at its sole cost and expense, shall maintain commercial general liability insurance and all risk insurance (special form or equivalent) covering loss of or damage to the Property in the amount of its replacement value with such endorsements and deductibles as County shall determine from time to time, during the term of the License Agreement. Coral Creek shall maintain insurance coverage against claims relating to any act or omission by Coral Creek, its agents, representatives, employees, contractors, and/or subcontractors in connection with Coral Creek’s Wall and Property Repairs and this Settlement Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this section. Coral Creek shall ensure that “Broward County” is listed and endorsed as an additional insured on all policies required under this section.
3. **Sidewalk and Roadway**. Notwithstanding anything to the contrary contained herein or in the License Agreement, Coral Creek shall have no obligation or responsibility to maintain any portion of the adjacent County-owned property south of the Wall’s footer such as the sidewalk, curb and gutter, guardrail, County roadway, and roadway drainage. Nothing contained in this Section 3 shall excuse Coral Creek from its ongoing maintenance obligation of the Wall and Property, or from its obligation to repair any damage to the adjacent County-owned property caused by Coral Creek.
4. **Force Majure, Excusable Delays and Extensions of Time**. The performance by Coral Creek and County of their respective obligations under this Settlement Agreement will be excused by delays due to strikes, lockouts, labor trouble,

inability to procure labor or materials or reasonable substitutes for them, failure of power, governmental requirements, restriction or laws, fire or other damage, war, epidemic, or civil disorder, or other causes beyond the reasonable control of the Party delayed, but not delay resulting from changes in economic or market conditions, or financial or internal problems of the Party delayed, or problems that can be satisfied by the payment of money. As a condition to the right to claim a delay under this Section, the delayed Party will (i) notify the other Party of the delay within five (5) calendar days after the delay occurs; and (ii) give the other Party written updates that describes in reasonable detail the nature and status of the delayed Party's efforts to end the delay.

5. **Cooperation.** In the event the District or the City of Coral Springs ("City") takes any action to prevent or delay the completion of Coral Creek's Wall and Property Repairs, County and Coral Creek shall fully cooperate with each other, and Coral Creek shall use its best efforts to expeditiously provide the District and/or City with any and all requested approvals, consents, assurances, records, information, documents, agreements or instruments that are reasonably requested by the District and/or City.
6. **No Admission of Fault.** By entering into this Settlement Agreement, no Party admits fault, but rather the Parties have entered into this Settlement Agreement as a compromise of disputed claims in the interest of avoiding the costs and uncertainty of ongoing litigation.
7. **Mutual Final Releases.** Subject to the limitations contained in Section 2 of this Settlement Agreement, the Parties do respectively release each other from all claims, demands, damages, causes of action, actions, and losses of every kind and nature, whether known or unknown, arising out of or related to the maintenance and repair of the Wall and Property. Further, and also subject to the limitations contained in Section 2 above, the Parties mutually release and forever discharge each other and acknowledge, agree, and covenant for each of themselves and their respective successors and assigns, and irrevocably bind themselves from making any claim or demand or to commence, cause, or permit to be prosecuted any claim or action in law or in equity against the other or any of them on account of or in any way relating to the maintenance and repair of the Wall and Property.
8. **Dismissal of Claims.** Within ten (10) days after the full execution and delivery of this Settlement Agreement, the Parties shall file a Joint Stipulation for Voluntary Dismissal of the Lawsuit With Prejudice (the "Joint Stipulation") requesting the Court to enter an Agreed Final Order adopting the Joint Stipulation, providing for the dismissal of all claims, counterclaims, and cross-claims with prejudice, with each Party in the Lawsuit to bear its own attorney's fees and costs, and reserving jurisdiction to enforce the terms of this Settlement Agreement. This section does not apply to any claim for breach of this Settlement

Agreement and nothing herein shall limit County's right to pursue a claim for breach of this Settlement Agreement.

9. **Attorney's Fees and Costs.** As a term and condition of this Settlement Agreement, the Parties agree to bear their own respective attorney's fees and costs incurred in connection with the Lawsuit and the negotiation, preparation, consummation, and performance of this Settlement Agreement. This provision shall not apply to attorneys' fees and costs incurred in any action or proceeding brought to enforce the terms of this Settlement Agreement.
10. **Default.** In the event of a default of any of the material covenants and conditions set forth herein, as a condition precedent to the institution of any action or proceeding concerning such default, the Party or Parties claiming the occurrence of the default shall provide written notice to the defaulting Party or Parties specifying the claimed default and affording a reasonable opportunity to cure same, which cure period shall not be fewer than thirty (30) days. Notwithstanding anything herein to the contrary, in the event of a default, any provision of this Settlement Agreement that operates to release a non-defaulting Party or Parties shall remain in full force and effect and the obligations still owing amongst the non-defaulting Party or Parties shall remain in full force and effect.
11. **Binding Effect.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.
12. **Full Disclosure.** The Parties are releasing certain rights and assuming certain duties and obligations which, but for this Settlement Agreement, would not have been released or assumed. Accordingly, the Parties agree that this Settlement Agreement is fully and adequately supported by consideration and is fair and reasonable, and that the Parties have had the opportunity to consult with and have in fact consulted with such experts and attorneys of their choice as they may have desired.
13. **Notices.** Unless otherwise stated herein, for notice to a Party to be effective under this Settlement Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

To County:

Broward County Administrator
Governmental Center
115 South Andrews Avenue, Room 409

Fort Lauderdale, Florida 33301
Email Address: mcepero@broward.org

With a copy to:

Director of Real Property and Real Estate Development
Governmental Center
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301
Email Address: lmahoney@broward.org

And:

Highways Construction and Engineering Division
Public Works Department
1 North University Drive, #302
Plantation, Florida 33324
Email Address: mfontan@broward.org

To Coral Creek:

Coral Creek Homeowners Association, Inc.
c/o Integrity Property Management
5665 Coral Ridge Drive
Coral Springs, Florida 33076
Email Address: john@ipmflorida.com

Coral Creek Homeowners Association, Inc.
c/o Gary Rito, President
5078 NW 57th Way
Coral Springs, Florida 33067
Email Address: gary.rito@brownvester.com

14. **Contract Administrator.** For purposes of this Settlement Agreement, the Contract Administrator for County is the County Administrator or the County Administrator's designee ("County's Contract Administrator"). County's Contract Administrator is authorized to exercise County's rights and obligations under this Settlement Agreement, including, but not limited to, giving consent or providing notice under this Settlement Agreement.
15. **Law, Jurisdiction, Venue, and Waiver of Jury Trial.** This Settlement Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Settlement Agreement shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida. If any claim arising from, related to, or in connection with this Settlement Agreement

must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS SETTLEMENT AGREEMENT.**

16. **Joint Preparation.** This Settlement Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.
17. **Severability.** If any part of this Settlement Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Settlement Agreement and the balance of this Settlement Agreement shall remain in full force and effect.
18. **Prior Agreements.** This Settlement Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Settlement Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Settlement Agreement are contained herein.
19. **Counterparts/Multiple Originals.** This Settlement Agreement may be executed in counterparts whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
20. **Captions.** The captions of the sections of this Settlement Agreement are for convenience only, and shall not affect the construction or interpretation of any of the terms and provisions set forth herein.
21. **Further Assurances.** The Parties agree to cooperate in the event that either Party deems it necessary or advisable to amend this Settlement Agreement or execute any document to effectuate the terms of this Settlement Agreement.
22. **Modifications.** Unless expressly authorized herein, no modification, amendment, or alternation of any portion of this Settlement Agreement is effective unless contained in a written document executed with the same or similar formality as this Settlement Agreement and by duly authorized representatives of County and the Coral Creek.
23. **Survival of Provisions.** All covenants, warranties, and representations contained in this Settlement Agreement shall survive the termination of this Settlement Agreement.
24. **Incorporation by Reference.** The attached Exhibits are incorporated into and made a part of this Settlement Agreement.

25. **Representation of Authority.** Each individual executing this Settlement Agreement on behalf of a Party hereto represents and warrants that he or she is, on the date he or she signs this Settlement Agreement, duly authorized by all necessary and appropriate action to execute this Settlement Agreement on behalf of such Party and does so with full legal authority.

[Signatures on the following pages]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Settlement Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20____ (Agenda Item No. ____), and CORAL CREEK HOMEOWNERS ASSOCIATION, INC., signing by and through its authorized representative, duly authorized to execute same.

COUNTY

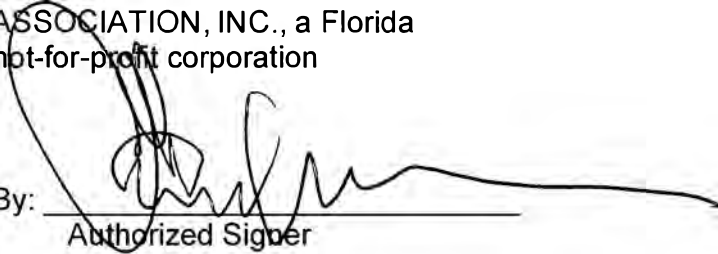
ATTEST: _____ Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners	BROWARD COUNTY, by and through its Board of County Commissioners By: _____ Mayor ____ day of _____, 20____
	Approved as to form by Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 By: <u>Reno V. Pierre</u> Digitally signed by Reno V. Pierre Date: 2024.03.22 09:38:17 -04'00' Reno Pierre (Date) Assistant County Attorney By: <u>Michael Kerr</u> Digitally signed by Michael Kerr Date: 2024.03.22 09:38:31 -04'00' Michael J. Kerr (Date) Deputy County Attorney

RVP/sr
 Settlement Agreement – Broward County vs. Coral Creek HOA
 03/22/2024

SETTLEMENT AGREEMENT

CORAL CREEK

CORAL CREEK HOMEOWNERS
ASSOCIATION, INC., a Florida
not-for-profit corporation

By: 

Authorized Signer


Print Name and Title

 day of , 2024

WITNESS/ATTEST:

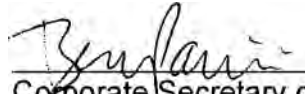

Corporate Secretary or other witness

EXHIBIT A

DESCRIPTION OF PROPERTY

EXHIBIT "A"

The northern twenty-two feet (22') of the Wiles Road Right-of-Way (P.B. 15, Page 14, B.C.R.) from the western Right-of-Way of Creekside Drive to the western limits of the Coral Creek Plat (P.B. 146, Page 6, B.C.R.)

BK20049PG0247

EXHIBIT B

CLEARING PROPERTY



5019 80th Terrace S
Lake Worth FL 33467
Office: 561-966-6095 Fax: 561-966-8671

Proposal/Contract: 072523-04**Date: 07/25/23**

Name: Coral Creek HOA	Job Name: Wiles Rd
Address: 5078 NW 57 th Way Coral Springs, FL 33067	Location: N side of Wiles Rd at Creekside Dr Coral Springs, FL
Telephone: 754-264-6267	Legal Description:
Fax:	Estimator: Dan Casey
Contact: Gary Rito	

Treecycle will...

Cut all the vegetation behind the wall 10' according to the survey sheets # 1 of 2 & 2 of 2 and treat the stumps 1 time with Herbicide, picking the material up with a grapple truck and haul all the vegetation offsite.

.....\$39,600.00

3 additional Herbicide treatments.

.....\$3,000.00

Coral Creek HOA will be responsible for setting up a lane closure for the grapple truck and all the MOT

Unless otherwise stated, price quoted is based upon one move-in and one set up of equipment only and no handwork. Unless otherwise stated above this price is based on no muck, if muck is encountered there will be a change in price. Unless otherwise stated price is based on No Nightwork. It is subject to approval of plans and specifications furnished to us for bidding purposes. TREECYCLE defines clearing and grubbing as taking down all trees and stumps, and root raking site 6" in depth. If there is any grass onsite, this will be part of the stripping, not clearing and grubbing. There will be small wood debris left behind that cannot be picked up with root rake. TREECYCLE will not be responsible for any removal of vegetation that is contaminated or buried with any concrete, steel, dirt or anything other than combustible vegetation. TREECYCLE will leave 6" of mulch on the ground in stockpile areas to keep machinery from loading dirty mulch. TREECYCLE is not responsible for the last 6" of mulch left on the ground, and this will be considered strippings. TREECYCLE will not be responsible for damage to fences or other structures that are surrounded by trees that are to be removed. All materials and workmanship shall be in accordance with the plans and specifications provided within normal tolerance. The presence of utilities or structures that interfere with the movement of TREECYCLES equipment will require an additional amount to be added to this quote. All construction staking and layout is excluded. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will be an extra charge above this estimate. Temporary work stoppage : Should a situation arise wherein, through no fault of his own, TREECYCLE is unable to perform the work set forth as above, TREECYCLE shall then reschedule the completion of the work at its next available time, and levy reasonable remobilization charges. TREECYCLE will carry liability insurance. TREECYCLE can not be held responsible for unforeseen situations such as muck beneath the earth, weather, etc. This proposal is valid for Thirty (30) days.

EROSION CONTROL

Work area must be cleared, grubbed, and striped prior to any installation. It must also be trencher (Large ride-on) accessible and dry. All material delivered to site becomes the responsibility of the prime contractor. Relocation of erosion control devices is excluded. Maintenance or removal of erosion control devices is excluded. Job to be field measured for accurate billing. TREECYCLE will not be responsible for any material underground.

DEMOLITION

Treecycle is not responsible for any Asbestos Inspection or Removal. Treecycle is not responsible for any material that is contaminated with lead paint. Treecycle is not responsible for any material that is buried underground. Contractor will be responsible for the costs and fees associated with utility disconnect. All the Utilities must be disconnected prior to the start of the Demo.

Terms and Conditions to be Performed by Client: Contractor/Owner is responsible for all permits. Customer will assume full responsibility for under ground locates and damages if less than one (1) week notice is given for the start of the project and the correct address and dimensions are not received prior to that same week. Owner of property will carry liability insurance to cover damage to property not related to TREECYCLE Land Clearing, Inc.'s operation. Please note that TREECYCLE Land Clearing Inc. maintains a Safety Program that this proposal includes an allocation of resources necessary to enforce all applicable safety regulations and for regular job site inspections to be performed by our supervisory level employees. In the event that Client's failure to perform his terms of the contract results in additional costs to TREECYCLE Land Clearing, Inc., said costs will be passed on to Client. Should said failure result in TREECYCLE Land Clearing, Inc.'s equipment sitting idle for more than 90 hour(s) TREECYCLE Land Clearing, Inc.'s _____ option, reserves the right to remove its equipment from the job site with no guaranteed time of re-entry. All agreements are contingent upon strikes, accidents or delays beyond TREECYCLE Land Clearing, Inc.'s control..

Bid Amount: SEE ABOVE **Method of Payment:** net (30) no retainage to be withheld

Interest shall accrue on all overdue accounts at the rate of 18% per annum. In the event of non-payment of amounts owed under this contract, (with Palm Beach County Venue) client agrees to pay reasonable attorney fees for its collection.

TREECYCLE LAND CLEARING, INC.

CONTRACTOR:

Accepted By: _____ Accepted By: _____

Sean Casey: _____ Print Name: _____

Date: _____

Date: _____

EXHIBIT C

EMBANKMENT REPAIRS

A Joint venture between &

 Coral Springs LANDSCAPES <i>Professional Landscape Design & Build</i> 4613 N. University Dr. Unit 297 Coral Springs, FL 33067 954-752-8093 office@coralspringsnursery.net	Sunland Backhoe Service
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Bid Price Estimate

10/1/2023

Bid Number:

WILES ROAD CORAL CREEK HOMEOWNERS ASSOCIATION WALL AND EMBANKMENT RESTORE

For: Coral Creek HOA

Bid Requested: Gary J. Rito

Provide a 5 ft top bank and slope down to water extending at a 2 to 1 slope up to water.

Note: Complete ALL of the highlighted cells; unit prices entered will automatically calculate the total prices and total bid prices. Refer to the Specific Instructions to bidders, and Bid Sheet for further instructions. Unit Prices provided are to be no more than (2) decimal places. If item #14 not required, can be eliminated..

Bid Item No	Code Number	Description	Qty	Unit	Unit Price	Total Price
1	fill	Clean rock fill typically used on highways and ROW	2400	cy	\$ 15.25	\$ 36,600.00
2	fill	Topsoil	300	cy	\$ 30.50	\$ 9,150.00
3	fill	57 rock to be used at bottom or toe of water and other misc places	300	cy	\$ 50.00	\$ 15,000.00
4	sod	Performance turf/sod staked	17888	sf	\$ 0.375	\$ 6,708.00
5	sod	Performance turf/sod	1333	sf	\$ 0.350	\$ 466.55
6	sod	Equip Labor to get sod from street to back of wall	1	each	\$ 3,000.00	\$ 3,000.00
7	Operator	Fill placed behind wall 10 trucks a day	15	per day	\$ 3,250.00	\$ 48,750.00
8	Operator	Dump Truck per day ALLOWANCE	30	per day	\$ 1,000.00	\$ 30,000.00
9	Labor	3 men per day	20	per day	\$ 950.00	\$ 19,000.00
10	Misc	Roller and other equipment specialized for job	4	LS	\$ 1,000.00	\$ 4,000.00
11	Labor	Extra Contingency	1	LS	\$ 5,000.00	\$ 5,000.00
12	Operator	Extra Contingency	0	per day	\$ -	\$ -
13	fill	Extra Contingency	0	LS	\$ -	\$ -
14	Geotec	Material and Install at waterline to hold fill in place <i>see sketch</i>	1	Estimate	\$ 35,000.00	\$ 35,000.00
15						\$ -
16	MOT	Traffic Control	10	per day	\$ 1,000.00	\$ 10,000.00
17	MOT	Submit Plan	1	ea	\$ 500.00	\$ 500.00
18	FEE	Vendor Admin Fee % of LINES 1 thru 17	5%	%	\$ 223,174.55	\$ 11,158.73
19			Allowance:			\$ 20,000.00
20			Total Bid Price:			\$ 254,333.28

DATE PREPARED: _____

NAME OF PREPARED: _____

NAME OF COMPANY: _____

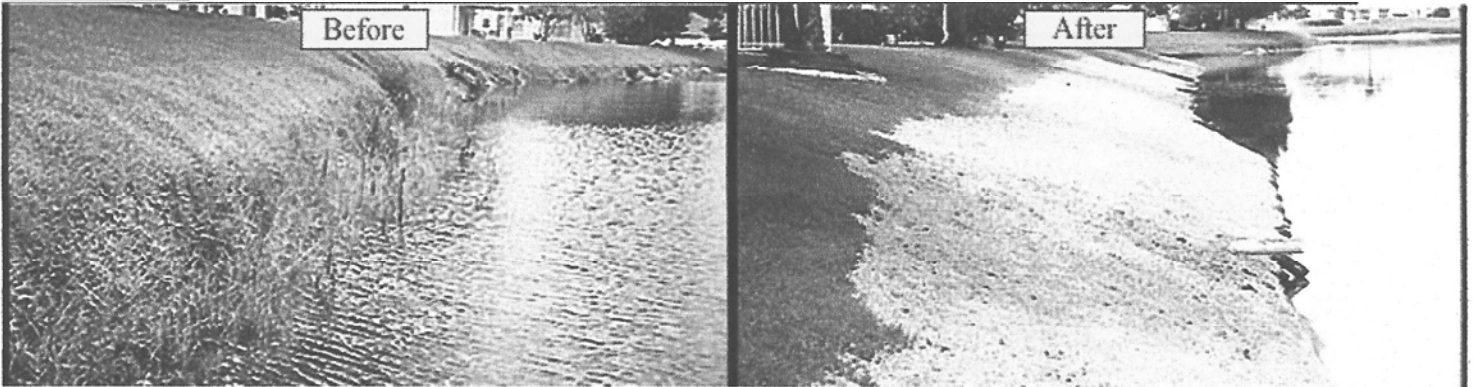
AUTHORIZED SIGNATURE: _____

Qualifications:

- 1 Insurance will be provided to HOA by both Coral Springs Landscapes and Sunland Backhoe
- 2 Fill will be raised in 12 inch lifts and compacted according to requirements
- 3 Sod will be staked along slope
- 4 Testing shall be provided by HOA.
- 5 Fill along footer shall be manually placed and hand compacted to 95% density for 2 feet from side of footer.
- 6 All undermined areas shall be manually filled and substantially hand compacted.
- 7 Bahia sod to be used.



American Shoreline Restoration - Erosion Repair Services



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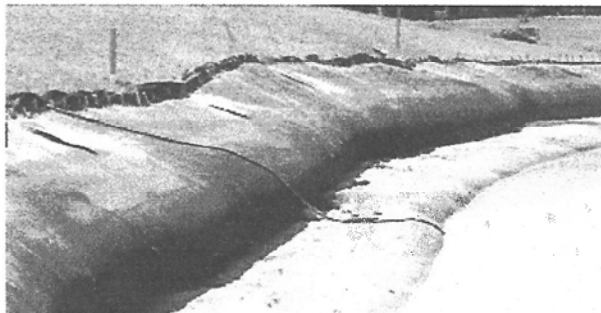
EROSION CONTROL | SHORELINE RESTORATION | SERVING ALL OF FLORIDA

Shoreline Restoration Photo Gallery

Quality in affordable erosion repair, specializing in the Geotec Tube restoration system.

American Shoreline Restoration Photo Gallery
CALL TOLL FREE: 1-888-753-7633

Shoreline Restoration Example #1

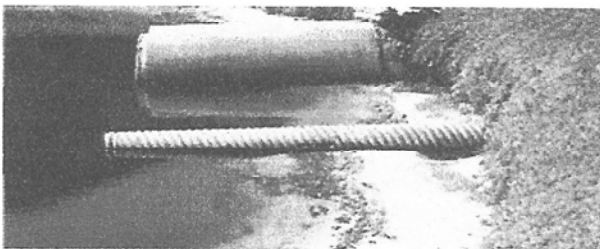


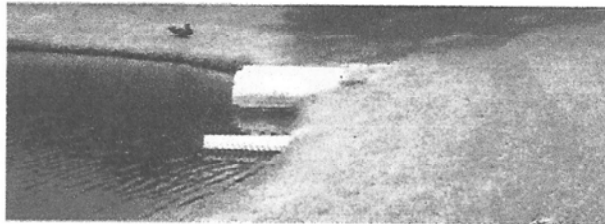
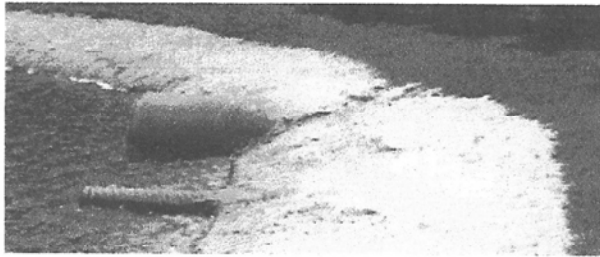
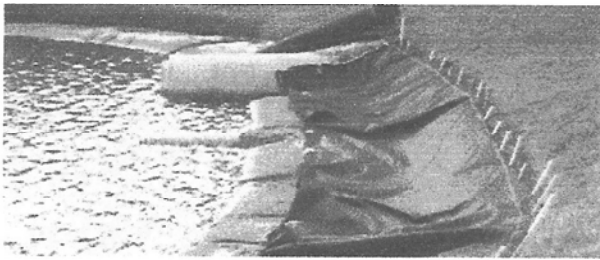


Shoreline Restoration Example #2



Shoreline Restoration Example #3

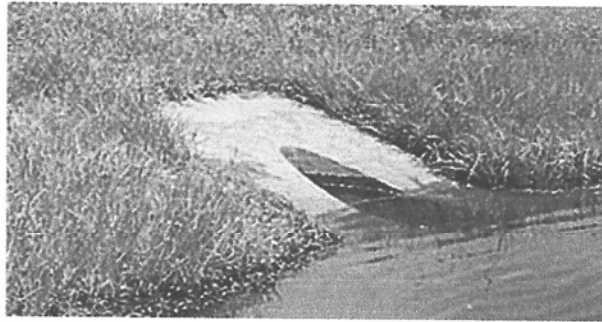
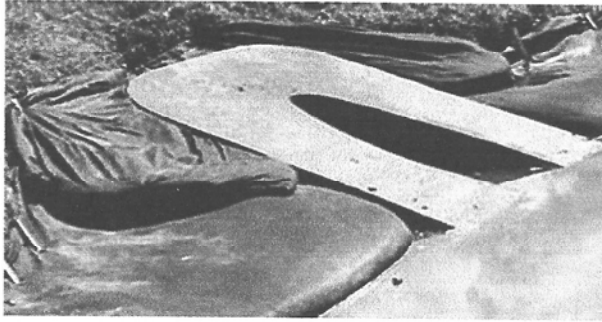
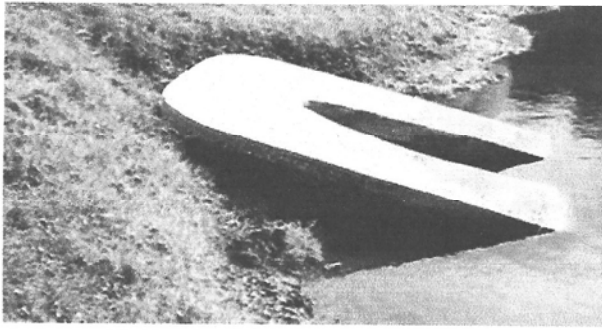




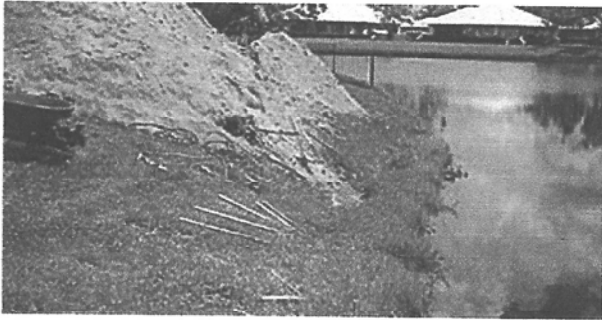
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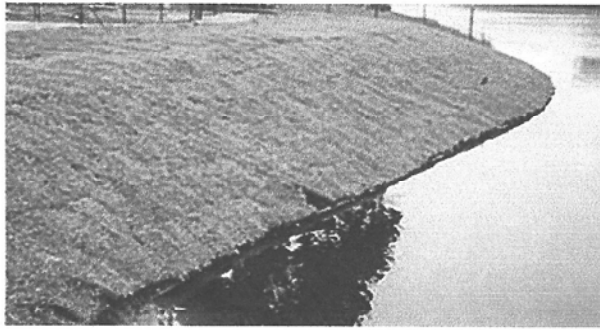


Shoreline Restoration Example #5



Shoreline Restoration Example #6





Shoreline Restoration Example #7



Shoreline Restoration Example #8



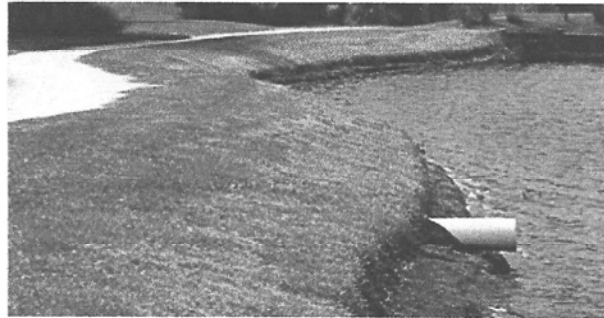
Shoreline Restoration Example #9



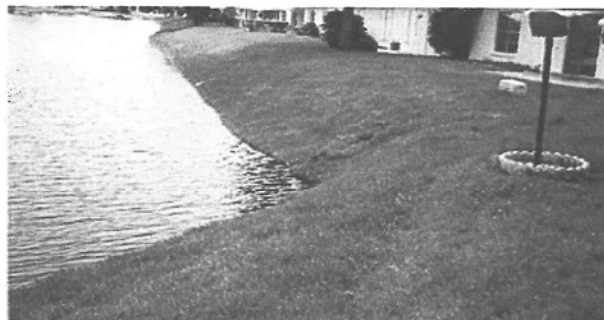
Shoreline Restoration Example #10



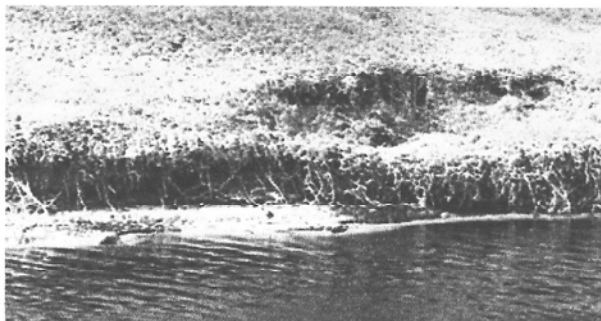
Shoreline Restoration Example #11



Shoreline Restoration Example #12

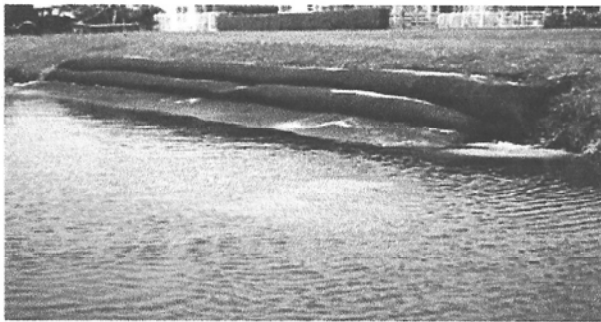
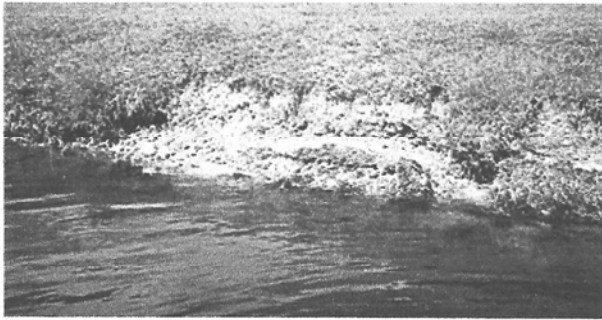


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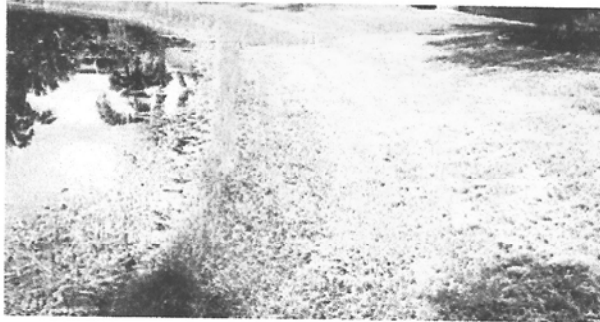
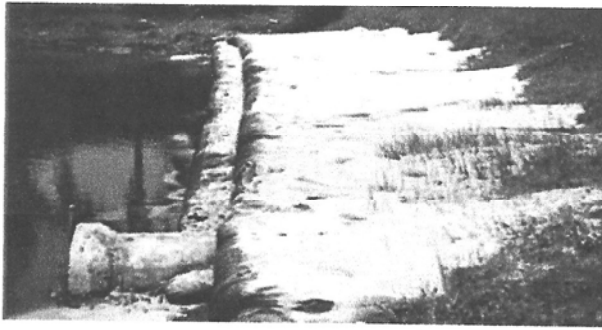


Shoreline Restoration Example #14



Shoreline Restoration Example #15





Shoreline Restoration Example #15



To Learn More about the Geotec Tube Advantages: CALL TOLL FREE: 1-888-753-7633

American Shoreline Restoration is proud to offer the Geotec Tube Erosion Control System. At 25% of the cost of conventional bulkheads or seawalls, the Geotec Tube is the most cost effective and environmentally responsible shore line erosion control system available.

Shoreline erosion is a serious issue in Florida, and continues to grow worse due to poor lake development standards, hurricanes and heavy rain. Erosion control is easily solved by installation of the Geotec Tube erosion control system. Shoreline restoration is also easily achieved by the installation of the Geotec Tube erosion control system.

The Geotec Tube is constructed from the highest quality Polypropylene nonwoven geotextile sewn together to form a custom diameter tube. The tube is interconnected along the waters edge, then a small sand pump is used to fill the tube with the same sand and organic material that has been eroding into the lake or canal. The final result is a long lasting fully contained sand filter barrier that will stabilize the bank from erosion and filter rainwater and irrigation run off.

The Geotec Tube erosion barrier can be installed on any shoreline contour or stacked pyramid fashion to create a more substantial barrier to protect against soil erosion during heavy rains. Once the Geotec Tube is sodded, the durability and life span is unlimited. Shoreline restoration is easy to obtain and erosion control has never been more simple.

CALL TOLL FREE: 1-888-753-7633

American Shoreline Restoration ASR offers quality in affordable shoreline restoration. ASR is family owned & operated and focuses mainly on Geotec Tube erosion control system installations. The Geotec Tube is installed from the water with no impact on existing landscape or property use. Geotec Tube erosion control applications include hundreds of golf courses, city, county and state governmental agencies, as well as homeowners associations, private residence and Orlando theme parks.

See Industry Web sites like; erosioncontrol.ws & erosionrepair.us

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American Shoreline Restoration

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