



*d/b/a Erosion Restoration™*

# *Landshore Enterprises, LLC*

*Shoreline & Streambank Protection/Stabilization/Reclamation  
Design-Build (Engineering, Surveying, Permitting, Construction)  
Reinforcing America's Soils for Over a Decade*

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## **CONTRACT FOR SHORELINE MAINTENANCE**

**PREPARED FOR:**

**MISSION ESTATES HOMEOWNERS ASSOCIATION, INC.**

## CONTRACT FOR SHORELINE MAINTENANCE

This Agreement, made on this 19 day of August, 2014, between Mission Estates Homeowners Association, Inc., incorporated under the laws of the State of Florida (hereinafter referred to as "Owner"), and Landshore Enterprises, LLC, a Florida Limited Liability Company, (herein referred to as "Contractor").

In consideration of the sum of ten dollars (\$10.00), the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Owner agree as follows:

### I. DESCRIPTION OF WORK

Contractor shall perform the shoreline maintenance and related improvements on what is commonly referred to as "**Pond #1 (EAST SHORELINE)**" in accordance with the Bid Form attached hereto as Exhibit "A" (hereinafter referred to as "Contract Work").

### II. CONTRACT SUM

Owner agrees to pay Contractor for the Contract Work the total sum of *Seventeen Thousand Eight Hundred Eighty Eight Dollars (\$17,888.00)* (hereinafter referred to as the "Contract Sum") in accordance with the Bid Form attached hereto as Exhibit "A".

### III. TIME OF COMMENCEMENT AND COMPLETION

The Contract Work shall commence on \_\_\_\_\_, after full execution of this Contract. The Contract Work shall be substantially completed within 60 calendar days, and shall be completed, accepted, and ready for the final progress payment within 75 calendar days. However, Contractor shall not be liable for any delays caused by acts of God, strikes, or shortage of construction materials.

### IV. PAYMENTS

The Contract Sum shall be payable in progress payments per the schedule attached hereto as Exhibit "B". Upon Contractor's completion of its obligations under this Contract, a final contractor's affidavit for a release of lien of any and all claims of any person or entity providing

labor, services, or materials shall be provided in exchange for the final progress payment. Contractor agrees simultaneously with and to extent it receives payment in full from Owner to defend and resolve all claims made by subcontractors, laborers, and material suppliers, indemnifying the Owner and its agents for all claims arising from or resulting from subcontractor or supplier or material men or laborer services in connection with the Contract Work.

#### V. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Contract, Contractor makes the following representations, upon which the Owner has actually justifiably relied:

1. That Contractor has examined and carefully studied the project site and bid documents, and that Contractor has the experience, expertise and resources to perform all the Contract Work within the time stated in this Contract.

2. That Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect the cost, progress, performance or furnishing of the Contract Work.

3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Contract Work.

4. That Contractor has duly issued Certificates of Insurance required by this Contract.

#### VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.

2. Discipline and Employment: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed.

3. Furnishing of Labor, Materials, Etc.: Contractor shall provide and pay for all labor, materials, equipment, including tools and machinery, transportation and all other facilities and services necessary for the proper completion of the Contract Work in accordance with this Contract.

4. Payment of Taxes, Procurement of Licenses and Permits: Contractor shall pay all taxes required by law in connection with the Contract Work in accordance with this Contract, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state, and local laws or requirements. **Permits costs are not included in the total Contract Work cost.**

5. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any contract with it.

6. Warranty of Fitness of Equipment and Materials: Contractor represents and warrants to Owner that all equipment and materials used in the Contract Work and made a part of structures, or placed permanently in connection therewith, will be new unless otherwise specified and will be of good quality, free of defects. It is understood between the parties that all equipment and materials not so in conformity are defective.

7. Clean-up: Contractor agrees to keep the site and adjoining ways and roads free of waste material and rubbish caused by its work or that of its subcontractors. Contractor further agrees to remove all such waste material or rubbish on termination of the Contract Work, together with all its tools, equipment, machinery and surplus materials. Contractor agrees, on terminating its work at the site, to conduct general clean-up operations.

8. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. In

this connection, Contractor shall take reasonable precautions for the safety of all work employees and other persons whom the Contract Work might affect, all work and materials incorporated in the construction site and adjacent thereto, complying with all applicable laws, ordinances, rules, regulations, and orders.

#### VII. INDEMNIFICATION

Contractor does hereby indemnify and hold harmless Owner, its officers, agents, and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract.

In any and all claims against Owner or any of its agents, officers or employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any ways as to the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.

Contractor shall and does hereby indemnify and hold harmless Owner, its officers, agents and employees from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

#### VIII. TIME OF THE ESSENCE; EXTENSION OF TIME

Owner and Contractor recognize and agree that time is of the essence. At any of the parties' discretion, the contract time may be reasonably extended by written notice from the party requesting the extension.

## IX. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of this Contract, unless otherwise specified, the insurance listed below. The insurance policies shall be primary and written on forms acceptable to Owner and placed with insurance carriers approved and licensed by the State of Florida Office of Insurance and Regulation and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without specific prior written approval of the owner.

2. **WORKER'S COMPENSATION:** Contractor will provide Workers' compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under Chapter 440, Florida Statutes, including, if applicable, coverage for the Jones Act and Longshoremen and Harbormasters Exposure, AND Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease.

No contractor or sub-contractor shall access or work on the site unless such entity has workers' compensation insurance or is operating under a valid workers' compensation exemption filed with the State of Florida.

3. **COMMERCIAL GENERAL LIABILITY:** Including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.

4. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Contract.

5. Each insurance policy required by this Contract shall:

a) Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

b) Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) calendar days prior written notice has been given to the Owner and name Owner as a certificate holder.

c) Be written to reflect that the aggregate limit will apply on a per claim basis.

6. Owner shall retain the right to review, at any time, coverage, form, and amount of insurance.

7. The procuring of required policies of insurance shall not be constructed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.

8. Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not Owner is an insured under the policy.

9. Certificates of Insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to Owner prior to commencement of Contract Work, and a minimum of ten (10) calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by Owner before Contractor commences or continues work.

10. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to Contractor's insurance company and to Mission Estates HOA as soon as practicable after to notice to the insured.

Please refer to Exhibit "C" for the certificate of insurance.

#### X. CORRECTING WORK; WARRANTY

1. When it appears to Owner during the course of construction that any work does not conform to the provisions of this Contract, Contractor shall make the necessary corrections to conform, and in addition will correct any defects caused by faulty materials, equipment, or workmanship in work supervised by it or by a subcontractor.

2. Contractor warrants Contract Work for a period of ten (10) years from the date of completion. Attached hereto Exhibit "D".

#### XI. WORK CHANGES

1. Mission Estates HOA reserves the right to request Contract Work changes in the nature of additions, or modifications, without invalidating this Contract. All changes to the Contract Work, the Contract Sum, and time of termination shall only be authorized once in writing executed by the parties. No work involved in the change shall be started until authorized.

2. Contractor requested change orders are discouraged. Any changes orders filed or requested by Contractor shall contain specific written explanations and shall be filed with and not be granted until reviewed and agree jointly by, the President of Mission Estates HOA.

#### XII. EARLY TERMINATION FOR BREACH OF CONTRACT

1. Contractor's Termination. Contractor may, on seven (7) calendar days' written notice to Owner, terminate this Contract before the termination date hereof when for a period of thirty (30) calendar days after payment is due, through no fault of the Contractor, Owner fails to make lawful payment due. On such termination, Contractor may recover from Owner payment for all work completed and for any loss sustained by Contractor for materials equipment, tools, or machinery to the extent of actual loss thereon, provided Contractor can prove such loss.

2. Owner's Termination. Owner may, in its sole and absolute discretion, whether or not reasonable, on seven (7) calendar days' written notice to Contractor, terminate this Contract at its convenience and without prejudice to any other remedy it may have. On such termination, Owner may take possession of the work site and all the materials, equipment, tools, and machinery, thereon, and finish the work in whatever way it deems expedient. If unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, Owner will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to Owner within the ten (10) calendar days after written notice.



### XIII. ATTORNEY'S FEES

If any litigation occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover attorney's fees and all court costs, including attorney's fees and court costs incurred in any appellate and/or bankruptcy proceedings.

### XIV. MISCELLANEOUS

1. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the Owner and any of Owner's successors, assigns, and legal representatives of the Owner in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of Owner are personally or individually bound by this Contract.

3. The laws of the State of Florida shall govern all provisions of this Contract including but not limited to the applicable Florida construction lien law. In the event the parties to this Contract cannot resolve a difference with regard to any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Sarasota County, Florida.

4. This Contract contains the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed. Exhibits A, B, C, D are part of this contract.

5. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

6. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7. Notices: Where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the address listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first:

**To Owner:** Mission Estates Homeowners Association, Inc.  
2269 Sonoma Drive  
Nokomis, FL 34275

**To Contractor:** Landshore Enterprises, LLC  
5601 Powerline Road, Suite #306  
Fort Lauderdale, FL 33309

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last written below.

**CONTRACTOR**  
LANDSHORE ENTERPRISES, LLC

By: 

Its: Member of the Firm  
(Title of Authorized Representative)

Date: 8/19/14

**OWNER**  
MISSION ESTATES HOMEOWNERS  
ASSOCIATION, INC.

By: 

Its: President  
(Title of Authorized Representative)

Date: 8/19/14



*d/b/a Erosion Restoration, LLC*

# *Landshore Enterprises, LLC*

*Streambank & Shoreline protection/stabilization/reclamation  
Design-Build (Engineering, Surveying, Permitting, Construction)  
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## **EXHIBIT A**



# Landshore Enterprises, LLC

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Mission Estates Homeowners Association, Inc.

**c/o: Ms. Holly Bucciarelli**

2269 Sonoma Drive,

Nokomis, FL 34275

April 4, 2014

**Description:** Erosion control and shoreline protection for approximately 890 ft. of Storm Water Retention Area #1.

Dear Ms. Bucciarelli,

Thank you for allowing Landshore Enterprises, LLC to offer construction layout and technical-engineering services limited to research and evaluation of current condition. Pursuant to your request we prepared proposal which includes the following items:

- A. Establish horizontal and vertical control using existing plan and survey provided by the owner or available from public sources, pursuant to chapter 472.003(c) of Florida Statutes.
- B. **Not included:** research and investigation with government agencies having jurisdiction.  
Reason: already performed by the client.
- C. Verify existing topographic survey, bathymetric survey and soil survey. Preliminary evaluation of slope conditions above and below water table in order to identify potential safety and stability issues.
- D. Determine where non-structural (minor repair, sodding), bio-engineering (burlap, aquatic planting) or bio-technical (eco-filter tube®, enkamat®) protection and reclamation methods may be applicable for existing shoreline repair and maintenance.
- E. Provide recommendations of different design alternatives, if feasible.
- F. Calculate volumes of in-situ material, determine amount of imported fill, if necessary.
- G. Prepare set of plans based on aerial photographs, to scale, in state plane coordinates with cross sections, details, specifications and best management practices for storm water pollution prevention, signed & sealed by the third party independent Florida Licensed Professional Engineer.
- H. Preliminary engineer's opinion of probable costs.
- I. Even though new permit is not required, apply for review and approval from South West Florida Water Management District – to ensure compliance. Submit complete package with product samples and specifications to Association.
- G. Inspections, construction supervision, certification to the owner.



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- K. **Not included:** Project close-out and release with the government agencies having jurisdiction.  
Reason: waiver was obtained by the client.

Items A-K base fee, including mobilization ..... **\$5,000.00**

We will begin work within two weeks of acceptance of this proposal and receipt of retainer of \$2,500.00. The estimated cost for this work is **Five Thousand Dollars (\$5,000.00)**. Should you require services on this project beyond this scope of supply, we would revise this proposal to include items you may add or at your discretion we are available on a time and material basis.

**\*\*NOTE: If we are the contractor for the repair of the shoreline we will reimburse Mission Estates Homeowners Association, Inc. \$2,500.00 from the survey cost\*\***

Besides construction services outlined above we will be happy to provide you with professional services in civil, structural, geotechnical, surveying, legal and any other disciplines on an hourly basis or by a separate contracts – if it will become necessary based on our initial observations of existing situation on-site or if specifically requested in writing by yourself or by the government agencies having jurisdiction. All permit/application/review fees or separate charges accessed by the government shall be paid by the Client/Owner.

Should you have any questions regarding this matter please do not hesitate to contact our office. Again, thank you for the opportunity to offer this proposal. We are looking forward to working with you.

**Standard Paragraphs:**

The Standard Form of Agreement between **Mission Estates Homeowners Association, Inc.** further referred as “**Client**” and Landshore Enterprises, LLC for technical-engineering services related to construction, design-built services and professional services for Professional Services as published by the National Society of Professional Engineers, The American Consulting Engineers Council and The American Society of Civil Engineers shall govern all aspects, disputes and responsibilities with respect to this contract Document EJCDC E-500, latest edition.

All technical-engineering services, design-built services or professional services requested by the Client or government agencies having jurisdiction, which are not specifically outlined in the contract, or requested by the Client as a revision in the scope of the Project will be performed by contract addendum at an agreed upon price or the same will be accomplished at the contract’s hourly rates.

Any additions and/or deletions to the scope of work shall be presented in writing by Landshore Enterprises, LLC and executed by both the Client and Landshore Enterprises, LLC.



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Hourly services as stipulated in this contract shall be performed at the company's prevailing rates for the duration of the work efforts associated with this Project. The following rates presently apply:

Professional Engineer	\$190.00/Hour
Design Engineer	\$150.00/Hour
CAD Operator	\$100.00/Hour
Construction Administration	\$ 70.00/Hour

Landshore Enterprises, LLC is not responsible for the means, methods, techniques, sequences and procedures of construction selected by another Contractor. It is also not responsible for any failure of another Contractor to comply with laws, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work proposed by Landshore Enterprises, LLC.

Measurements of lake depth and location data and its further graphical interpretation by Landshore Enterprises, LLC using Geographic Information System (GIS) and its precision and accuracy are limited to the same of the reference information, methods and instruments used. It is understood that information will be collected by Landshore Enterprises, LLC at the request of the Client, for his/her personal use such as providing more accurate estimate and submittal to the government agencies may require different standard or format.

Although every reasonable attempt will be made to present data as accurate as possible Landshore Enterprises, LLC makes no guarantees concerning its measurements, findings or any irregularities of lake bottom or other parts of this project. By accepting this proposal or distributing information depicted on any plans and documents prepared by the Landshore Enterprises, LLC to other parties the recipient hereby agrees to indemnify and hold Landshore Enterprises, LLC harmless and to waive to the fullest extent permitted by law any claim resulting from damages, losses and expenses, including attorneys' fees arising out of or resulting from usage of this information, or cause of action of any nature against Landshore Enterprises, LLC.

## **Project Limitations:**

The Client is responsible to adhere to all applicable Federal, State, County, City, District and any other municipal or local laws, regulations, rules, ordinances and guidelines.

Unless specifically hired to obtain all necessary permits - Landshore Enterprises, LLC will not be liable for any construction or design issues, violations, fines or claims received due to nonconformance and noncompliance to standards or absence of permits (submittal of permit application does not guarantee the approval, additional services such as expediting, meetings with reviewer, etc. may be performed at an hourly rate, at the Client's request).

## **Casus Fortuitous:**

Neither Client nor Landshore Enterprises, LLC will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather



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elements, strike, embargo, labor disputes, riots, civil or military authority, war, terrorist acts, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond the reasonable control, except that Client must pay for any services rendered.

## **Indemnification and Duty to Defend:**

Prior to the beginning of works outlined in this Contract the Client shall be responsible to notify the owners and interested parties of all affected properties and utilities and receive their approval.

To the extent provided by law the Client agrees to indemnify, defend, and hold harmless the Landshore Enterprises, LLC and all of its officers, agents, employees, sub-contractors and consultants from any third-party claim, loss, damage, cost, charge, or expense during the performance of this Contract, whether direct or indirect and whether to any person or property to which Landshore Enterprises, LLC or said parties may be subject.

Furthermore the Client agrees to participate and associate with the Landshore Enterprises, LLC in the defense and trial of any damage claim or suit and any related settlement negotiations, shall such arise – within fourteen (14) days of receipt by the Client notice of claim. This provision will continue to apply after the contract ends.

## **Qualifications:**

Landshore Enterprises, LLC agrees that its staff and sub-consultants possess the necessary licenses required by the professional licensing boards having jurisdiction over the services to be provided and that when required, staff members possessing such licenses and qualified to perform the required services shall be assigned to this project.

## **Intellectual Property Rights:**

It is understood that all sketches and calculations, including price quotations which are submitted for this proposal, based on assumptions made by Landshore Enterprises, LLC and data derived from information provided by the client and public sources – is confidential and will not be shared or distributed to other parties without the written consent of Landshore Enterprises, LLC. All drafting and technical work performed by Landshore Enterprises, LLC or its sub-consultants is hereby declared an intellectual property and protected under copyright law.

After all payments to Landshore Enterprises, LLC will be made in full in accordance to this contract, by virtue of “work for hire” doctrine outlined in Section 101 of the 1976 Copyright Act – Intellectual Property Rights are transferred to the Client who thereby accepts all responsibility and full liability for further use of all printed documents and data.

Please note that State of Florida has a broad public records law under Florida Chapter 119. All state, county, and municipal records are open for personal inspection and copying by ANY person. Landshore Enterprises, LLC hereby disclaim all liability arising from improper usage of its information for any other purposes except from what it was specifically intended and any damages, loss or harm to public welfare that such application or interpretation may possibly cause to the Client or third parties.



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## **Permit and Submittal Fees:**

Our contract fees do not include any permit application or processing fees that may be assessed by the governmental agencies having jurisdiction. The total cost of these fees shall be the client's responsibility.

## **Outside Service and Reproduction Fees:**

The stipulated contract fees do not include the cost of printing, copies, photo processing, long distance phone calls or the services of outside parties. These fees are separate charges and will be invoiced to you as direct charges.

## **Certificate of Merit:**

The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against this consultant unless the Client has first provided the consultant with a written certification executed by an independent consulting engineer currently practicing in the same discipline as the consultant and licensed in the State of Florida. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances and c) state in detail the basis for the certifiers opinion that such acts or omissions do not conform to the standard of care for the profession. This certificate shall be provided to the consultant not less than thirty (30) days prior of the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding.

## **Client Termination Agreement:**

This Agreement may be terminated without cause by Landshore Enterprises, LLC or the Client. The party terminating the Agreement must provide written notice to the other party ten (10) days prior to the effective date of termination. In the event of termination, Landshore Enterprises, LLC shall be compensated for all services performed prior to the effective date of termination and shall provide the client with all information acquired by and/or generated by Landshore Enterprises, LLC as a result of performing its contractual obligations, including but not limited to survey data, reports, specifications, plans, and results of soil sampling.

## **Assignability:**

The Client and Landshore Enterprises, LLC, respectively, bind themselves, their partners, successors, assigns and legal representatives of such other party, with respect to all covenants of this Agreement. Neither party hereto shall assign this Agreement without the written consent of the other party.

## **Attorney's Fees:**

The laws of the State of Florida shall govern all aspects of the parties' Agreement. In the event of any litigation arising from or related to this agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. It is also agreed that such arbitration or litigation take place in **Sarasota County**, Florida.





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## **Site Access:**

Client agrees to provide entry to the project site for Landshore Enterprises, LLC employees and consultants with proper identification for the purposes outlined in this contract. Lock-out charges will be assessed on an hourly basis for any delay exceeding one hour.

## **Invoicing and Payment:**

Landshore Enterprises, LLC will submit invoices on a monthly basis during the progress of work under this contract as a proration of the services completed to date. In some cases, invoicing may occur upon completion of a phase of the project or completion of the project. Retainers, when required, will be deducted from the final payment for the Project.

Payment for services is due upon receipt of invoice and shall be made within 15 days of receipt of invoice. If payment is not received in 30 days from the date invoiced, Landshore Enterprises, LLC reserves the right to cease all work on the Project. After 60 days of non-payment, we will exercise the right to file a lien against the project.

Client agrees to pay for any costs of collection, including, but not limited to lien costs, court costs or attorneys' fees involved in or arising out of collecting any unpaid or past due balances.

Landshore Enterprises, LLC shall not be liable to Client or any third party for claims arising from suspension and termination of work due to client's failure to provide timely payment.

Any charges held to be in dispute shall be called to our attention within fifteen (15) days of receipt of invoice and Client and Landshore Enterprises, LLC shall work together in good faith to resolve their differences. If a portion of the invoice is disputed within 15 days, the client shall be obligated to pay the undisputed portion of the invoice. If unable to resolve differences in thirty (30) days, Landshore Enterprises, LLC shall have the right to suspend or terminate service.

If the proposed services and fees are acceptable, please affix the signature of a duly authorized officer in the space provided, and provide requested information for our records and return an executed copy to this office. Your request for services is greatly appreciated.



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The undersigned signatories acknowledge that they are duly authorized to sign and bind the party for whom they are signing for. The undersigned signatories further acknowledge that their actions and signatures have been approved by the corporation or other legal entity for whom they are acting or signing.

Sincerely,  
Landshore Enterprises, LLC

Signature

### Proposal Acceptance:

**The stated fees, conditions and terms are accepted. Payment for services will be made as stipulated above. You are authorized to perform the work specified.**

Signature

Name, Title

Date



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**ESTIMATE #2073**

**Ms. Holly Bucciarelli**

**Mission Estates**

**2269 Sonoma Drive**

**Nokomis, FL 34275**

**Date: 4/22/2014**

### JOB DESCRIPTION

Eco-Filter Tube (EFT™) construction uses a woven or non-woven geotextile fabric that is formed into the shape of a tube. The tube is filled with sand by direct coupling to a hydraulic dredge. The tube is designed to retain the granular fill portion of the dredge slurry, while appropriately sized openings in the geotextile allow the excess water in the slurry to permeate through the tube walls. The procedure can be implemented in both dry and underwater conditions. The tubes can be fabricated in various circumferences, which, when inflated, will form a roughly elliptical shape. The Landshore engineered EFT™ system consists of a spun bound polyester filter fabric that is sewn together to form a tube specifically calculated for particular level of service, pressure, strength, stability and safety - is placed along the edge of water on prepared terrace and filled with sand to form an erosion barrier that has the characteristics of a permeable, gravity type retaining wall.

### ITEMIZED ESTIMATE: TIME AND MATERIALS

#### Mission Estates - Pond #1 (EAST SHORELINE)

General Site Preparation/Mobilization	1 E.A.
Earthwork	
Trim shoreline edges	300 L.F.
Shoreline Protection	
Base 7.5' circumference	300 L.F.
Backfill 7.5' circumference	300 L.F.
Irrigation	
ADS pipe solid	30 L.F.
Cleaning/Finish Grading	
Subgrade/fine grade repaired slope	1,822 S.F.
Grassing	
Floritan	2,429 S.F.

*Note, this estimate was made based on visual observations and it is subject to change.*

**TOTAL ESTIMATED JOB COST \$12,888.00**



# Landshore Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation  
Design-Build (Engineering, Surveying, Permitting, Construction)  
Reinforcing the American Soils for over a decade

d/b/a Erosion Restoration, LLC

## PAYMENT SCHEDULE

Landshore Enterprises' payment policy is as follows:

- 25% Booking Date
- 35% Commencement Date
- 40% Completion Date

\*\*Invoice is due upon receipt\*\*

## SPECIAL CONDITIONS

The prices quoted in this proposal are based on visual observation only. The client is responsible for survey, engineering and permitting with all government agencies having jurisdiction over the subject site. Actual prices may vary due to pre-existing geotechnical, or hydrographic conditions which will require different equipment, labor and material. No changes to the approved contract will be made without written approval from the client. Landshore Enterprises, LLC will reimburse to the client 90% of savings resulting from value engineering.

Unless the client provided comprehensive and conclusive engineering report or paid for the same services to Landshore Enterprises, LLC, the stipulated above price does not include rock removal, addition of suitable material as necessary, heavy equipment, land surveying, bathymetric survey, geotechnical exploration, engineering or permitting.

Landshore Enterprises, LLC is not responsible for damage to utilities if as-built drawings or locations are not provided by the client. Landshore Enterprises, LLC reserves the right to change this estimate unless an agreement is reached within 90 days of the original estimate date.

This is an estimate only. This is not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

  
\_\_\_\_\_  
Client Representative Signature

8/14/14  
Date

  
\_\_\_\_\_  
Landshore Enterprises Representative Signature

8/19/14  
Date



*d/b/a Erosion Restoration, LLC*

# *Landshore Enterprises, LLC*

*Streambank & Shoreline protection/stabilization/reclamation  
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## **EXHIBIT B**



# Landshore Enterprises, LLC

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## MISSION ESTATES HOMEOWNERS ASSOCIATION, INC.

### Landshore Enterprises, LLC payment schedule

	<b>Pond #1</b>	
	<b>Survey Estimate</b>	
1. Retainer Payment	50%	\$2,500.00
2. Completion of Work	50%	\$2,500.00
	100%	<u>\$5,000.00</u>

	<b>Pond #1 (EAST SHORELINE)</b>	
	<b>Estimate #2073</b>	
1. Booking Date	25%	\$3,222.00
2. Commencement Date	35%	\$4,510.80
3. Completion of Work	40%	\$5,155.20
	100%	<u>\$12,888.00</u>

**TOTAL CONTRACT** \$17,888.00



*d/b/a Erosion Restoration, LLC*

# *Landshore Enterprises, LLC*

*Streambank & Shoreline protection/stabilization/reclamation  
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## **EXHIBIT C**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> <b>Mack, Mack &amp; Waltz Insurance Group, Inc.</b> 1211 S Military Trail Suite 100 Deerfield Beach FL 33442	<b>CONTACT NAME:</b> Renee Barnes <b>PHONE (A/C No. Ext):</b> (954) 640-6225 <b>FAX (A/C, No):</b> (954) 640-6226	
	<b>E-MAIL ADDRESS:</b> rbarnes@mackinsurance.com	
<b>INSURED</b> <b>Landshore Enterprises, LLC</b> <b>dba Erosion Restoration, LLC</b> 5601 Powerline Rd #306 Ft Lauderdale FL 33309		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> FCCI Insurance Group <b>INSURER B:</b> Mid-Continent Group <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** CL1432830264 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			GL00128942	4/1/2014	4/1/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b>			CA00201472	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PIP-Basic	\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			UMB00142402	4/1/2014	4/1/2015	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b>	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			001WC13A67972 INCLUDES USL&H	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A					E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	<b>Leased/Rented Equipment</b>			04 IM 56210	4/1/2014	4/1/2015	LIMIT:	\$75,000
							DEDUCTIBLE:	\$500.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
USL&H Coverage is included

<b>CERTIFICATE HOLDER</b>  Mission Estates 2269 Sonoma Drive Nokomis, FL 34275	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Paul Mack/RENEEB 





*d/b/a Erosion Restoration, LLC*

# *Landshore Enterprises, LLC*

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## **EXHIBIT D**



*d/b/a Erosion Restoration*

# *Landshore Enterprises, LLC*

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## **LIFETIME WARRANTY**

Lifetime is defined as the average life of the product in the market. The warranty covers a period within lifetime of the product.

Landshore Enterprises, LLC, further named "Contractor", warrants to Mission Estates Homeowners Association, Inc., further named "Client", that all materials and incorporated in the work will be new unless otherwise specified and that all work will be of good quality, free of faults and defects and in conformance with the Contract Documents, including, but not limited to, the manufacturer specifications, ordinances, and the applicable building code requirements. All work not conforming to these standards may be considered defective. Further, Contractor expressly warrants and guarantees all materials and workmanship provided under this Contract to be fit for the purposes intended for applicable warranty period from the date of final completion of the Project by Contractor.

Contractor hereby agrees that during the estimated period of time specified by an Engineer (or for a lifetime by default), any flaws or deficiencies in either work or material shall be corrected and/or replaced and restored to first class working order at no cost to the Client. In the event of Contractor's refusal to so restore same as aforesaid, Client may perform such repair or replacement work, and/or secure additional material after fifteen (15) business days' notice to Contractor and Contractor shall reimburse Client for such sum. If required by an Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials used.

In addition to the foregoing, Contractor shall assign all manufacturers' warranties in writing to the Client and shall strictly comply with all manufacturers' directions and specifications for installation or application of the work and products and shall take no action which might void or limit such warranties.

Contractor is not responsible for providing free repair if product damage caused by natural calamity or inappropriate usage and maintenance, repaired or altered by others, or on any items outside the ones specifically outlined in the scope of services.