

**CONTRACT FOR CONSTRUCTION OF
REQUIRED IMPROVEMENTS
NO. PD-14-10-12 (97080101-79738)**

THIS CONTRACT, made and entered into this 28th day of November, 2017 by and between **Harmony Reserve, LLC, a Florida limited liability company**, an owner of the property being platted as Harmony Reserve PD – Phase 2, hereinafter referred to as "Developer," and **INDIAN RIVER COUNTY, a political subdivision of the State of Florida**, by and through its Board of County Commissioners, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, Developer is commencing proceedings to effect a subdivision of land within Indian River County, Florida; and

WHEREAS, a final plat of the subdivision within the unincorporated area of Indian River County shall not be recorded until the Developer has installed the required improvements or has guaranteed to the satisfaction of the County that such improvements will be installed; and

WHEREAS, Developer requests the approval and recordation of a certain plat to be known as **Harmony Reserve PD – Phase 2**; and

WHEREAS, the required improvements are to be installed after recordation of this plat under guarantees posted with the County.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED, the parties agree as follows:

1. Developer agrees to construct on or before December 5, 2018, in a good and workmanlike manner, those improvements described as follows:

See Exhibit "A" attached hereto

or otherwise required by the Indian River County Code in connection with the approval of said plat. A copy of the plat shall be recorded in the Public Records of Indian River County, Florida upon the final approval of the Board of County Commissioners and made a part hereof for all purposes.

2. Developer agrees to construct said improvements strictly in accordance with the land development permit, the most recent set of plans and specifications for this subdivision approved by the County and on file in the Planning and Development Division, and all County development regulations and standards, including conditions and requirements of any applicable County right-of-way permit, all of which are hereby incorporated by reference and made a part hereof.

3. In order to guarantee performance of this contract, Developer shall simultaneously herewith furnish an irrevocable letter of credit, having an expiration date of not less than ninety (90) days beyond the date set forth in Paragraph 1, provided by a banking institution authorized to transact such business in this state, in a form to be approved by the County, naming Developer as customer and NATIONAL BANK OF COMMERCE, as the underwriting bank, in the amount of **\$351,284.09**, which amount is not less than one hundred twenty-five percent (125%) of the estimated total cost of improvements remaining to be constructed, as determined in accordance with the County's Subdivision and Platting Ordinance. It is understood that the full amount of the letter of credit shall remain available to the County and shall not be reduced during the course of construction. Developer may at any time substitute guarantees, subject to the approval as to form and amount by the County.

4. Up to \$1,000,000.00, or the limits of any applicable underlying or excess insurance coverage carried by Developer or to be obtained during the course of the construction of the subdivision improvements, Developer agrees to indemnify, hold harmless, and defend the County against any and all claims, damages, losses, and expenses, including attorney's fees, for property damage, personal or bodily injury, or loss of life, arising from the negligent acts or omissions of the Developer, its officers, employees, agents, or contractors, subcontractors, laborers, or suppliers, relating to the construction of the required improvements, including all those improvements to be constructed on existing publicly dedicated or County-owned property, such as street, sidewalk, bikeway, lighting, signalization, traffic control, drainage, water, or sewer improvements.

5. The County agrees to approve the plat for recordation in the Public Records of Indian River County, Florida upon a finding as to compliance with all applicable provisions of the County's Subdivision and Platting Ordinance and upon execution hereof. The County shall accept those areas specifically dedicated to the County for the purposes indicated on the plat at the time of plat recordation. However, nothing herein shall be construed as creating an obligation upon the County to perform any act of construction or maintenance within such dedicated areas until such time as the required improvements are satisfactorily completed.

Developer shall remain responsible for utility meter boxes, sewer clean outs, and drainage culvert inverts, to be in good repair, accessible, correctly plumbed, and not covered with topsoil, concrete or impervious material for the 1-year maintenance period commencing after County issuance of a Certificate of Completion.

Notice of this ongoing responsibility shall be provided by Developer to any subsequent builder/homeowner.

Satisfactory completion in accordance with the land development permit, plans, specifications, and ordinance requirements of Indian River County shall be determined by the County and shall be indicated by specific written approval of the Public Works Director or his designated representative, after receipt of a signed and sealed Certificate of Completion from the project engineer of record. Once the required improvements are completed to the satisfaction of County, Developer acknowledges that Developer is responsible for posting a 1-year warranty for road and drainage improvements as well as utility facilities, if applicable, in the amount of 25% of the costs of such improvements; and that appropriate warranty agreement and bill(s) of sale will need to be entered into. The funds posted under this Contract for Construction of Required Improvements will not be released until the applicable 1-year warranty postings and appropriate warranty agreement and bill(s) of sale are in place.

6. In the event the Developer shall fail or neglect to fulfill its obligations under this contract and as required by the Indian River County Code, the Developer, as principal, and the letter of credit (or any County approved substituted guarantees) shall be jointly and severally liable to pay for the cost of construction and installment of the required improvements and warranty to the final total cost, including but not limited to engineering, construction, legal and contingent costs, including reasonable attorney's fees incurred by the County, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of Developer to carry out and execute all provisions of this contract and applicable ordinances of the County. In no event, however shall the liability of the underwriting bank (or any County approved substituted guarantees) under this paragraph exceed the total amount of the original obligation stated in the letter of credit (or any County approved substituted guarantees).

7. The parties agree that the County at its option shall have the right, but not the obligation, to construct and install or, pursuant to receipt of competitive bids, cause to be constructed and installed the required improvements in the event Developer shall fail or refuse to do so in accordance with the terms of this contract. Developer expressly agrees that the County may demand and draw upon the existing letter of credit (or any County approved substituted guarantees) for the final total cost of the improvements and warranty. Developer shall remain wholly liable for any resulting deficiency, should the letter of credit (or any County approved substituted guarantees) be exhausted prior to completion of the required improvements. In no event shall the County be obligated to expend public funds, or any funds other than those provided by the Developer, or the underwriting bank (or any County approved substituted guarantees) to construct and warranty the required improvements. Developer hereby gives permission to County, County's contractors and subcontractors to go on its property, known as proposed Harmony Reserve PD – Phase 2, for purposes of completing the required improvements. If any portion of the property is sold by Developer, Developer acknowledges that the granting of this permission will be

preserved and recited in any document transferring title to Developer's successor and/or assigns.

8. Any letter of credit (or any County approved substituted guarantees) provided to the County by Developer with respect to this contract shall exist solely for the use and benefit of the County and shall not be construed or intended in any way, expressly or impliedly, to benefit or secure payment to any subcontractor, laborer, materialman or other party providing labor, material, supplies, or services for construction of the required improvements, or to benefit any lot purchaser(s), unless the County shall agree otherwise in writing.

9. This agreement is the full and complete understanding of the parties and shall not be construed or amplified by reference to any other agreement, discussion, or understanding, whether written or oral, except as specifically mentioned herein. This agreement shall not be assigned without the express written approval of the County. Any amendment, deletion, modification, extension, or revision hereof or hereto shall be in writing, executed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

HARMONY RESERVE, LLC, a Florida limited liability company

WITNESSES:

sign: Wendy L. Becker
print name: Wendy L. Becker

By: J. Patrick Hill
J. Patrick Hill, Manager
DEVELOPER

sign: Treva J. Profeta
print name: Treva J. Profeta

INDIAN RIVER COUNTY, FLORIDA

By: _____
Jason E. Brown
County Administrator

Authority: Resolution No. 2005-121
COUNTY

projected BCC plat approval date: 12/5/2017

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY: William K. Debraal
WILLIAM K. DEBRAAL
DEPUTY COUNTY ATTORNEY

EXHIBIT "A"

Schulke, Bittle & Stoddard, LLC

Certified Cost Estimate

For: Harmony Reserve 2

11/21/2017

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	% Complete	\$ Value	% Remaining	\$ Value
EARTHWORK & GRADING								
Mobilization	LS	1	\$ 5,800.00	\$ 5,800.00	90.00%	\$ 5,220.00	10.00%	\$580.00
Clearing and Grubbing	LS	1	\$ 80,000.00	\$ 80,000.00	90.00%	\$ 72,000.00	10.00%	\$8,000.00
Erosion Control	LS	1	\$ 10,000.00	\$ 10,000.00	50.00%	\$ 5,000.00	50.00%	\$5,000.00
Lot Stabilization	LS	1	\$ 35,000.00	\$ 35,000.00	90.00%	\$ 31,500.00	10.00%	\$3,500.00
Grading and filling of Lots/Roadway	LS	1	\$ 25,000.00	\$ 25,000.00	80.00%	\$ 20,000.00	20.00%	\$5,000.00
Grading and filling of Berm	LS	1	\$ 5,000.00	\$ 5,000.00	50.00%	\$ 2,500.00	50.00%	\$2,500.00
Excavation of Stormwater Areas	LS	1	\$ 93,000.00	\$ 93,000.00	90.00%	\$ 83,700.00	10.00%	\$9,300.00
			Subtotal	\$ 253,800.00	86.65%	\$ 219,920.00	13.35%	\$33,880.00
STORM DRAINAGE								
4' Dia Mod. Miami inlet	EA	15	\$ 2,657.70	\$ 39,865.50	90.00%	\$ 35,878.95	10.00%	\$3,986.55
4' Dia junction manhole	EA	2	\$ 2,304.54	\$ 4,609.08	90.00%	\$ 4,148.17	10.00%	\$460.91
Type C Inlet	EA	2	\$ 3,325.00	\$ 6,650.00	90.00%	\$ 5,985.00	10.00%	\$665.00
Mitered End	EA	1	\$ 1,500.00	\$ 1,500.00	0.00%	\$ -	100.00%	\$1,500.00
15" ADS Pipe	LF	436	\$ 36.00	\$ 15,696.00	90.00%	\$ 14,126.40	10.00%	\$1,569.60
18" ADS Pipe	LF	1007	\$ 42.50	\$ 42,797.50	90.00%	\$ 38,517.75	10.00%	\$4,279.75
24" ADS Pipe	LF	922	\$ 58.15	\$ 53,614.30	90.00%	\$ 48,252.87	10.00%	\$5,361.43
			Subtotal	\$ 164,732.38	89.18%	\$ 146,909.14	10.82%	\$17,823.24
SANITARY SEWER								
Manholes 0-6	EA	3	\$ 3,250.00	\$ 9,750.00	100.00%	\$ 9,750.00	0.00%	\$0.00
Manholes 6-8	EA	3	\$ 3,870.00	\$ 11,610.00	100.00%	\$ 11,610.00	0.00%	\$0.00
Manholes 8-10	EA	1	\$ 5,410.00	\$ 5,410.00	100.00%	\$ 5,410.00	0.00%	\$0.00
8" PVC Pipe 0-6	LF	1108	\$ 27.00	\$ 29,916.00	100.00%	\$ 29,916.00	0.00%	\$0.00
8" PVC Pipe 6-8	LF	762	\$ 31.15	\$ 23,736.30	100.00%	\$ 23,736.30	0.00%	\$0.00
8" PVC Pipe 8-10	LF	282	\$ 36.40	\$ 10,264.80	100.00%	\$ 10,264.80	0.00%	\$0.00
Single Service	EA	10	\$ 1,085.00	\$ 10,850.00	100.00%	\$ 10,850.00	0.00%	\$0.00
Double Service	EA	38	\$ 1,381.00	\$ 52,478.00	100.00%	\$ 52,478.00	0.00%	\$0.00
TV and Clean System	LS	1	\$ 3,500.00	\$ 3,500.00	0.00%	\$ -	100.00%	\$3,500.00
			Subtotal	\$ 157,515.10	97.78%	\$ 154,015.10	2.22%	\$3,500.00
POTABLE WATER								
6" PVC WATER MAIN	LF	2720	\$ 21.42	\$ 58,262.40	100.00%	\$ 58,262.40	0.00%	\$0.00
Fire Hydrants	EA	2	\$ 4,500.00	\$ 9,000.00	100.00%	\$ 9,000.00	0.00%	\$0.00
6" GV	EA	9	\$ 1,710.09	\$ 15,390.81	100.00%	\$ 15,390.81	0.00%	\$0.00
6" Bend	EA	2	\$ 304.21	\$ 608.42	100.00%	\$ 608.42	0.00%	\$0.00
6" x 6" Tee	EA	2	\$ 430.10	\$ 860.20	100.00%	\$ 860.20	0.00%	\$0.00
6" Plug	EA	1	\$ 277.65	\$ 277.65	100.00%	\$ 277.65	0.00%	\$0.00
Single Water Service	EA	24	\$ 715.23	\$ 17,165.52	100.00%	\$ 17,165.52	0.00%	\$0.00
Double Water Service	EA	30	\$ 1,050.82	\$ 31,524.60	100.00%	\$ 31,524.60	0.00%	\$0.00
Temp Jumper Assembly	EA	1	\$ 2,500.00	\$ 2,500.00	50.00%	\$ 1,250.00	50.00%	\$1,250.00
Sample Points	EA	6	\$ 650.00	\$ 3,900.00	0.00%	\$ -	100.00%	\$3,900.00
Flush & Pressure Test	LS	1	\$ 1,150.00	\$ 1,150.00	0.00%	\$ -	100.00%	\$1,150.00
Bac-T's	EA	6	\$ 97.75	\$ 586.50	0.00%	\$ -	100.00%	\$586.50
			Subtotal	\$ 141,226.10	95.12%	\$ 134,339.60	4.88%	\$6,886.50
LANDSCAPE								
Tract 'A'-1' Non-Native Planting Area								
Wax Myrtle - 6'	EA	23	\$ 175.00	\$ 4,025.00	0.00%	\$ -	100.00%	\$4,025.00
Wax Myrtle - 3 Gallon	EA	73	\$ 100.00	\$ 7,300.00	0.00%	\$ -	100.00%	\$7,300.00
Slash Pine - 6'	EA	17	\$ 250.00	\$ 4,250.00	0.00%	\$ -	100.00%	\$4,250.00
Live Oak - 8' to 12'	EA	24	\$ 500.00	\$ 12,000.00	0.00%	\$ -	100.00%	\$12,000.00
Shrubs - 24" tall	EA	578	\$ 20.00	\$ 11,560.00	0.00%	\$ -	100.00%	\$11,560.00
Shrubs - 1 Gallon	EA	700	\$ 12.00	\$ 8,400.00	0.00%	\$ -	100.00%	\$8,400.00
Tract 'A'-1' Native Planting Area								
Wax Myrtle - 6'	EA	34	\$ 175.00	\$ 5,950.00	80.00%	\$ 4,760.00	20.00%	\$1,190.00
Slash Pine - 6'	EA	11	\$ 250.00	\$ 2,750.00	80.00%	\$ 2,200.00	20.00%	\$550.00
Live Oak - 8' to 12'	EA	11	\$ 500.00	\$ 5,500.00	80.00%	\$ 4,400.00	20.00%	\$1,100.00
Shrubs - 24" tall	EA	310	\$ 20.00	\$ 6,200.00	80.00%	\$ 4,960.00	20.00%	\$1,240.00
Tract 'M' Planting Area								
Wax Myrtle - 6'	EA	27	\$ 175.00	\$ 4,725.00	80.00%	\$ 3,780.00	20.00%	\$945.00
Slash Pine - 12'	EA	6	\$ 250.00	\$ 1,500.00	80.00%	\$ 1,200.00	20.00%	\$300.00
Live Oak - 18'	EA	9	\$ 500.00	\$ 4,500.00	80.00%	\$ 3,600.00	20.00%	\$900.00
Cabbage Palm 12" (Cluster of 3)	EA	3	\$ 450.00	\$ 1,350.00	80.00%	\$ 1,080.00	20.00%	\$270.00
Saw Palmetto 1 gal	EA	185	\$ 23.00	\$ 4,255.00	80.00%	\$ 3,404.00	20.00%	\$851.00
Irrigation	LS	1	\$ 5,000.00	\$ 5,000.00	0.00%	\$ -	100.00%	\$5,000.00
			Subtotal	\$ 84,265.00	34.87%	\$ 29,384.00	65.13%	\$54,881.00
ROAD								
Subgrade	SY	7007	\$ 3.05	\$ 21,371.35	90.00%	\$ 19,234.22	10.00%	\$2,137.14
6" Coquina Base	SY	6673	\$ 10.95	\$ 73,069.35	90.00%	\$ 65,762.42	10.00%	\$7,306.94
1 1/2" Asphalt	SY	6673	\$ 11.35	\$ 75,738.55	0.00%	\$ -	100.00%	\$75,738.55
Modified Miami Curb	LF	5289	\$ 11.90	\$ 62,939.10	90.00%	\$ 56,645.19	10.00%	\$6,293.91
Common Sidewalk Areas	SY	356	\$ 35.00	\$ 12,460.00	0.00%	\$ -	100.00%	\$12,460.00
Signs/Pavement Markings	LS	1	\$ 4,620.00	\$ 4,620.00	0.00%	\$ -	100.00%	\$4,620.00
Testing/FBV/Densities/Road & Backfill	LS	1	\$ 3,500.00	\$ 3,500.00	0.00%	\$ -	100.00%	\$3,500.00
Sod at EOP	LS	1	\$ 21,000.00	\$ 21,000.00	0.00%	\$ -	100.00%	\$21,000.00

JRC BWS
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11/22/17

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11/21/17

Off-site Sod	LS	1	\$ 15,000.00	\$ 15,000.00	90.00%	\$ 13,500.00	10.00%	\$1,500.00
Misc Conduit (lights, cable, etc.)	LS	1	\$ 5,000.00	\$ 5,000.00	0.00%	\$ -	100.00%	\$5,000.00
Subtotal			\$ 294,698.35		52.64%	\$ 155,141.82	47.36%	\$139,556.53

IRC BWE
@ 11/22/17

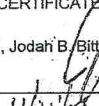
OTHER								
Survey Stake-Out	LS	1	\$ 7,000.00	\$ 7,000.00	0.00%	\$ -	100.00%	\$7,000.00
Survey As-Built	LS	1	\$ 3,000.00	\$ 3,000.00	0.00%	\$ -	100.00%	\$3,000.00
Survey - Set PCP and PRM	LS	1	\$ 2,000.00	\$ 2,000.00	0.00%	\$ -	100.00%	\$2,000.00
Design and Permitting Services	LS	1	\$ 15,000.00	\$ 15,000.00	50.00%	\$ 7,500.00	50.00%	\$7,500.00
Engineer Inspections/Certs	LS	1	\$ 10,000.00	\$ 10,000.00	50.00%	\$ 5,000.00	50.00%	\$5,000.00
Subtotal			\$ 37,000.00		33.78%	\$ 12,500.00	66.22%	\$24,500.00

IRC BWE
@ 11/22/17

SUMMARY	TOTAL	% Complete	\$ Value	% Remaining	\$ Value
Earthwork and Grading	\$ 253,800.00	86.65%	\$ 219,920.00	13.35%	\$ 33,880.00
Storm Drainage	\$ 164,732.38	89.18%	\$ 146,909.14	10.82%	\$ 17,823.24
Sanitary Sewer	\$ 157,515.10	97.78%	\$ 154,015.10	2.22%	\$ 3,500.00
Potable Water	\$ 141,226.10	95.12%	\$ 134,339.60	4.88%	\$ 6,886.50
Landscape	\$ 84,265.00	34.87%	\$ 29,384.00	65.13%	\$ 54,881.00
Road	\$ 294,698.35	52.64%	\$ 155,141.82	47.36%	\$ 139,556.53
Other	\$ 37,000.00	33.78%	\$ 12,500.00	66.22%	\$ 24,500.00
TOTAL	\$ 1,133,236.93	75.20%	\$ 852,209.66	24.80%	\$ 281,027.27
Surety Amount (125%)					\$351,284.09

CERTIFICATE OF COST ESTIMATE

I, Jodah B. Bittle, A Florida registered engineer, License No. 57396, do hereby certify to Indian River County that a cost estimate has been prepared under my responsible direction

 (Signature)

11/22/17 (Date)

Jodah B. Bittle, P.E., Florida Registered Engineer License No. 57396

