

**THIRD MODIFICATION TO  
CONTRACT FOR CONSTRUCTION FOR FINAL LIFT OF ASPHALT**

CONTRACT NO. PD-13-10-03-FLA (2001020101-77703)

**THIS THIRD MODIFICATION**, made and entered into this \_\_\_\_ day of December, 2022, by and between **GH VERO BEACH DEVELOPMENT LLC**, a Delaware limited liability company, 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 entered into a Contract for Construction for Final Lift of Asphalt, Contract No. PD-13-10-03-FLA (2001020101-77703), guaranteeing the installation of the final lift of asphalt the earlier of 2 years from the project's projected date of Certificate of Completion (December 16, 2016) or 60 days prior to turnover to homeowner association or prior to certificate of occupancy for the last residence in this phase of the subdivision; and the Developer posted cash in the amount of \$212,131.88 as security to guarantee completion and entered into a Cash Deposit and Escrow Agreement For Final Lift of Asphalt; and

**WHEREAS**, in December, 2018, Developer was granted an additional 2-year extension to install the final lift of asphalt and entered into a Modification to Contract for Construction for Final Lift of Asphalt, extending the expiration date to December 16, 2020, with the existing cash security continuing to be held to guarantee completion; and

**WHEREAS**, in April, 2021, Developer was granted a Third 2-year extension to install the final lift of asphalt and entered into a Modification to Contract for Construction for Final Lift of Asphalt, extending the expiration date to December 16, 2022, with the existing cash security continuing to be held to guarantee completion; and

**WHEREAS**, the developer has

1. requested a third 2-year extension to December 16, 2024 to install the final lift of asphalt, as allowed by code;
2. provided an updated certified cost estimate attached as Exhibit "A" which amount has been approved by County engineering and did change from the initial cost estimate; and
3. increased the initial cost estimate of \$212,131.88 to \$317,263.50; and
4. provided a map depicting the location of where the final lift of asphalt is to be laid, attached as Exhibit "B".
5. paid the required \$660.00 extension fee request to County.

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

1. The date for completion of the final lift of asphalt as outlined in the Contract for Construction for Final Lift of Asphalt, Contract No. PD-13-10-03-FLA (2001020101-77703), as modified, is extended to December 16, 2024.

2. The \$212,131.88 shall continue to be held in escrow for the guaranty for the final lift of asphalt and represents 125% of the cost of the final lift of asphalt to be completed as evidenced by developer's engineer's updated certified cost estimate as approved by County engineering, attached as Exhibit "A". The developer is to post the additional funds in the form of cash.

3. The extension fee in the amount of \$660.00 established by Resolution No. 2005-041 and pursuant to Section 913.10(1)(G) of the Indian River County Code has been paid.

4. All other terms set out in the Contract for Construction for Final Lift of Asphalt, Contract No. PD-13-10-03-FLA (2001020101-77703), as modified, remain in full force and effect as well as the Cash Deposit and Escrow Agreement For Final Lift of Asphalt.

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

**GH VERO BEACH DEVELOPMENT LLC  
DEVELOPER**

By: \_\_\_\_\_  
printed name: \_\_\_\_\_  
Authorized Signatory

**INDIAN RIVER COUNTY, FLORIDA  
by and through its Board of County  
Commissioners**

**COUNTY**

ATTEST: Jeffrey R. Smith, Clerk  
of Court and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Joseph H. Earman, Chairman

BCC approved: \_\_\_\_\_

Approved as to form  
and legal sufficiency:

By:   
William K. DeBraal  
Deputy County Attorney

EXHIBIT "A"



12/5/2022

RESERVE AT GRAND HARBOR (PHASE 1)  
CERTIFIED COST ESTIMATE

FINAL LIFT ASPHALT

Description	Quantity	Unit	Unit Price	TOTAL
Mobilization	1	LS	\$3,500.00	\$3,500.00
1.25" SP 9.5 - 2nd Lift (Grand Harbor Reserve Sq.)	3,321	SY	\$15.00	\$49,815.00
Mill Existing Asphalt (1.5")	9,579	SY	\$4.70	\$45,021.30
Overlay w/ 1.5" SP 9.5 Asphalt	9,579	SY	\$15.50	\$148,474.50
Restripe Pavement	1	LS	\$4,000.00	\$4,000.00
Reset PCP's	1	LS	\$3,000.00	\$3,000.00
<b>TOTAL</b>				<b>\$253,810.80</b>

<b>Surety Amount (125%)</b>	<b>\$317,263.50</b>
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CERTIFICATE OF COST ESTIMATE

I, Stephen E. Moler, a Florida registered engineering, License No. 33193, do hereby certify to Indian River County that this cost estimate has been prepared under my responsible direction for those improvements itemized in this exhibit and that the total cost estimate is true and accurate to the best of my knowledge. This estimate has been prepared, in part, to induce approval by the County of a final plat for the Reserve at Grand Harbor Phase 1 project, and for the purpose of establishing proper surety amounts associated therewith.

Digitally signed by Stephen E. Moler  
DN: c=US, o=Masteller and Moler  
Inc.,  
dnQualifier=A01410D000001796B7C  
161400021924, cn=Stephen E. Moler  
Date: 2022.12.05 11:16:53 -0500

Stephen E. Moler, P.E. FL #33193  
Executive Vice President



The item has been digitally signed and sealed by STEPHEN E. MOLER, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Approved  
  
12/12/22

