

**CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS  
NO. SD-13-11-04 (98110046-81384)**

THIS CONTRACT, made and entered into this 31st day of July, 2018, by and between **GRBK GHO SERENOA, LLC**, a Florida 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 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 Serenoa Phase 5; 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 **August 14, 2019**, 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 executed cash deposit and escrow agreement, in a form to be approved by the County Attorney, between Developer and the Indian River County Office of Management and Budget, as the escrow agent, in the amount of **\$130,505.04**, 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 escrow deposit 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. 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, in an amount of 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, including all those improvements to be constructed on existing publicly dedicated or County-owned property, such as street, sidewalk, bikepath, 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 to be in good repair 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 funds in escrow deposit (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.

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 cash deposit (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 cash deposit (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 fund other than those provided by the Developer 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 Serenoa Phase 5, 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 cash deposit (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.

**GRBK GHO SERENOA, LLC, a Florida  
limited liability company**

WITNESSES:

sign: *KTD*  
print name: Kristen Dixon

sign: *Kathy B Modert*  
print name: Kathy B Modert

By: *[Signature]*  
William Handler, Manager  
DEVELOPER

**BOARD OF COUNTY COMMISSIONERS  
OF INDIAN RIVER COUNTY, FLORIDA**

By: *[Signature]*  
Jason E. Brown  
County Administrator  
COUNTY  
Authority: Resolution No. 2005-121

projected BCC plat approval date: August 14, 2018

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: *[Signature]*  
William K. DeBraal  
Deputy County Attorney



**Serenoa Phase 5  
Site Development Construction Cost Estimate  
For Final Plat Surety**

WATER SYSTEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	COMPLETED	PRICE
6" Water Main	LF	1982	\$ 13.32	\$ 25,656.00	90.00%	\$ 23,090.40
MJ Fittings	LS	1	\$ 1,820.00	\$ 1,820.00	90.00%	\$ 1,638.00
Single Service	EA	9	\$ 1,264.00	\$ 11,376.00	90.00%	\$ 10,238.40
Double Service	EA	18	\$ 1,532.00	\$ 27,576.00	90.00%	\$ 24,818.40
Fire Hydrant w/ Gate Valve	EA	2	\$ 3,800.00	\$ 7,600.00	90.00%	\$ 6,840.00
6" Gate Valve w/ Box	EA	1	\$ 1,255.00	\$ 1,255.00	90.00%	\$ 1,129.50
6" Bell Restraints	LS	1	\$ 3,168.00	\$ 3,168.00	90.00%	\$ 2,851.20
			<b>Subtotal</b>	<b>\$ 78,461.00</b>		<b>\$ 70,605.90</b>
<b>SANITARY SEWER</b>						
Manholes 0 - 6	EA	4	\$ 3,310.00	\$ 13,240.00	90.00%	\$ 11,916.00
Manholes 6 - 8	EA	1	\$ 4,110.00	\$ 4,110.00	90.00%	\$ 3,699.00
Manholes 8 - 10	EA	2	\$ 4,615.00	\$ 9,230.00	90.00%	\$ 8,307.00
8" Sewer Main	LF	1,789	\$ 19.00	\$ 33,991.00	90.00%	\$ 30,591.90
Laterals - Single Services	EA	7	\$ 1,355.00	\$ 9,485.00	90.00%	\$ 8,536.50
Laterals - Double Services	EA	20	\$ 1,755.00	\$ 35,100.00	90.00%	\$ 31,590.00
			<b>Subtotal</b>	<b>\$ 105,156.00</b>		<b>\$ 94,640.40</b>
<b>PAVING &amp; GRADING</b>						
Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00	100.00%	\$ 5,000.00
M.O.T.	LS	1	\$ 750.00	\$ 750.00	100.00%	\$ 750.00
Silt Fence	LF	5,130	\$ 1.95	\$ 10,003.50	75.00%	\$ 7,502.63
Inlet Protection	EA	7	\$ 200.00	\$ 1,400.00	75.00%	\$ 1,050.00
Paving Subgrade	SY	5,133	\$ 3.00	\$ 15,399.00	90.00%	\$ 13,859.10
6" Coquina Base	SY	4,277	\$ 10.00	\$ 42,777.00	90.00%	\$ 38,499.30
1-1/2" Asphalt	SY	4,277	\$ 10.19	\$ 43,574.00	90.00%	\$ 39,216.60
Modified Miami Curb	LF	3,850	\$ 11.00	\$ 42,350.00	90.00%	\$ 38,115.00
Grading	LS	1	\$ 30,500.00	\$ 30,500.00	90.00%	\$ 27,450.00
Sod (2' @ EOP)	SY	900	\$ 0.19	\$ 171.00	0.00%	\$ -
4' SW Along Common Areas	LF	98	\$ 21.00	\$ 2,058.00	0.00%	\$ -
Testing	LS	1	\$ 3,200.00	\$ 3,200.00	90.00%	\$ 2,880.00
Pavement Markings & Signs	LS	1	\$ 1,000.00	\$ 1,000.00	0.00%	\$ -
Lot Stabilization	EA	48	\$ 40.00	\$ 1,920.00	0.00%	\$ -
			<b>Subtotal</b>	<b>\$ 200,102.50</b>		<b>\$ 174,322.63</b>
<b>STORM DRAINAGE</b>						
Miami Inlet	EA	6	\$ 2,920.00	\$ 17,520.00	90.00%	\$ 15,768.00
Storm Manhole	EA	1	\$ 2,222.00	\$ 2,222.00	90.00%	\$ 1,999.80
15" ADS	LF	800	\$ 25.00	\$ 20,000.00	90.00%	\$ 18,000.00
Testing	LS	1	\$ 500.00	\$ 500.00	90.00%	\$ 450.00
			<b>Subtotal</b>	<b>\$ 40,242.00</b>		<b>\$ 36,217.80</b>
<b>LANDSCAPE / IRRIGATION</b>						
Landscape ( 3,978 SF of Tract Q )						
• Wax Myrtle 3 gal	EA	16	\$ 9.00	\$ 144.00	0.00%	\$ -
• Slash Pine 7 gal	EA	16	\$ 30.00	\$ 480.00	0.00%	\$ -
• Live Oak 5 gal	EA	6	\$ 30.00	\$ 180.00	0.00%	\$ -
• Cabbage Palm ±15'	EA	6	\$ 160.00	\$ 960.00	0.00%	\$ -
• Saw Palmetto 1 gal	EA	208	\$ 7.00	\$ 1,456.00	0.00%	\$ -
Landscape ( 12,357 SF of Tract I )						
• Wax Myrtle 3 gal	EA	50	\$ 9.00	\$ 450.00	0.00%	\$ -
• Slash Pine 7 gal	EA	50	\$ 30.00	\$ 1,500.00	0.00%	\$ -
• Live Oak 5 gal	EA	17	\$ 30.00	\$ 510.00	0.00%	\$ -
• Cabbage Palm ±15'	EA	17	\$ 160.00	\$ 2,720.00	0.00%	\$ -
• Saw Palmetto 1 gal	EA	645	\$ 7.00	\$ 4,515.00	0.00%	\$ -
Littoral Landscape ( 25,487 SF of Northern Tract G )						
• Littoral Canopy Trees	EA	51	\$ 125.00	\$ 6,375.00	0.00%	\$ -
• Fire Flag BR	EA	1250	\$ 2.09	\$ 2,612.24	0.00%	\$ -
• Giant Bulrush BR	EA	1250	\$ 2.09	\$ 2,612.24	0.00%	\$ -
• Spike Rush BR	EA	1250	\$ 2.09	\$ 2,612.24	0.00%	\$ -
• Duck Potato BR	EA	1250	\$ 2.09	\$ 2,612.24	0.00%	\$ -
• Pickerelweed BR	EA	1250	\$ 2.09	\$ 2,612.24	0.00%	\$ -
• Soft Rush BR	EA	1250	\$ 2.09	\$ 2,612.24	0.00%	\$ -
• Sand Cordgrass 1 gal	EA	1185	\$ 3.92	\$ 4,642.85	0.00%	\$ -
Littoral Landscape ( 4,174 SF of Southeastern Tract G )						
• Littoral Canopy Trees	EA	9	\$ 125.00	\$ 1,125.00	0.00%	\$ -
• Fire Flag BR	EA	210	\$ 2.09	\$ 438.86	0.00%	\$ -
• Giant Bulrush BR	EA	210	\$ 2.09	\$ 438.86	0.00%	\$ -
• Spike Rush BR	EA	210	\$ 2.09	\$ 438.86	0.00%	\$ -
• Duck Potato BR	EA	210	\$ 2.09	\$ 438.86	0.00%	\$ -
• Pickerelweed BR	EA	210	\$ 2.09	\$ 438.86	0.00%	\$ -
• Soft Rush BR	EA	210	\$ 2.09	\$ 438.86	0.00%	\$ -
• Sand Cordgrass 1 gal	EA	490	\$ 3.92	\$ 1,918.83	0.00%	\$ -
Lake Perimeter Canopy Trees	EA	16	\$ 250.00	\$ 4,000.00	0.00%	\$ -
Irrigation ( Temporary )	LS	1	\$ 2,000.00	\$ 2,000.00	0.00%	\$ -
			<b>Subtotal</b>	<b>\$ 51,284.26</b>		<b>\$ 0.00</b>

*OK IRCDUS 7/27/18*

*OK IRCDUS 7/27/18*

*IRC Eng 7/27/18 @*

*IRC Eng 7/27/18 @*

*OK per Cur Dev PSM 7/27/18*

*OK Steven Hain 7/27/18*

**EXHIBIT "A"**

OTHER						
Survey Stake-Out / As-Builts	LS	1	\$ 9,775.00	\$ 9,775.00	80.00%	\$ 7,820.00
Inspections / Certifications	LS	1	\$ 15,000.00	\$ 15,000.00	80.00%	\$ 12,000.00
Engineering/Surveying Design	LS	1	\$ 35,000.00	\$ 35,000.00	100.00%	\$ 35,000.00
			<b>Subtotal</b>	<b>\$ 59,775.00</b>	<b>Subtotal</b>	<b>\$ 54,820.00</b>
			<b>TOTAL</b>	<b>\$ 535,010.76</b>	<b>TOTAL</b>	<b>\$ 430,606.73</b>
						<b>REMAINING</b>
						<b>\$ 104,404.03</b>
<b>125% Performance Amount</b>						<b>\$ 130,505.04</b>

*IRC bny @ 7/27/18*

CERTIFICATE OF COST ESTIMATE

I, Joseph W. Schulke, A Florida registered engineer, License No. 47048, do hereby certify to Indian River County that a cost estimate has been prepared under my responsible direction for those improvements itemized in this exhibit and that the total cost estimate for said improvements is \$ 535,010.76. This estimate has been prepared, in part, to induce approval by the county of a final plat for the Sebring Phase 5 project and for the purpose of establishing proper surety amounts associated therewith.

*[Signature]* (Signature) *7/23/18*  
 Joseph W. Schulke, P.E., Florida Registered Engineer License No. 47048  
 (AFFIX SEAL)