

# CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SUBDIVISION IMPROVEMENTS

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SUBDIVISION IMPROVEMENTS entered into this 30<sup>th</sup> day of MAY, 2017 between Pulte Home Company, LLC, hereinafter referred to as "Developer", and the Board of County Commissioners of Collier County, Florida, hereinafter referred to as the "Board".

## RECITALS:

A. Developer has, simultaneously with the delivery of this Agreement, applied for the approval by the Board of certain plat of a subdivision to be known as: Avalon Park

B. Chapters 4 and 10 of the Collier County Land Development Code requires the Developer to post appropriate guarantees for the construction of the improvements required by said subdivision regulations, said guarantees to be incorporated in a bonded agreement for the construction of the required improvements.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, Developer and the Board do hereby covenant and agree as follows:

1. Developer will cause to be constructed: Roadway, Drainage, water & sewer improvements

Within 12 months from the date of approval of said subdivision plat, said improvements hereinafter referred to as the required improvements.

2. Developer herewith tenders its subdivision performance security (attached hereto as Exhibit "A" and by reference made a part hereof) in the amount of \$313,270.59 - which amount represents 10% of the total contract cost to complete the construction plus 100% of the estimated cost to complete the required improvements at the date of this Agreement.

3. In the event of default by the Developer or failure of the Developer to complete such improvements within the time required by the Land Development Code, Collier may call upon the subdivision performance security to insure satisfactory completion of the required improvements.

4. The required improvements shall not be considered complete until such a statement of substantial completion by Developer's engineer along with the final project records have been furnished to be reviewed and approved by the County Manager or his designee for compliance with the Collier County Land Development Code.

5. The County Manager or his designee shall, within sixty (60) days of receipt of the

statement of substantial completion, either: a) notify the Developer in writing of his preliminary approval of the improvements; or b) notify the Developer in writing of his refusal to approve improvements, therewith specifying those conditions which the Developer must fulfill in order to obtain the County Manager's approval of the improvements. However, in no event shall the County Manager or his designee refuse preliminary approval of the improvements if they are in fact constructed and submitted for approval in accordance with the requirements of this Agreement.

6. The Developer shall maintain all required improvements for a minimum period of one year after preliminary approval by the County Manager or his designee. After the one year maintenance period by the Developer has terminated, the Developer shall petition the County Manager or his designee to inspect the required improvements. The County Manager or his designee shall inspect the improvements and, if found to be still in compliance with the Land Development Code as reflected by final approval by the Board, the Board shall release the remaining 10% of the subdivision performance security. The Developer's responsibility for maintenance of the required improvements shall continue unless or until the Board accepts maintenance responsibility for and by the County.
7. Six (6) months after the execution of this Agreement and once within every six (6) months thereafter the Developer may request the County Manager or his designee to reduce the dollar amount of the subdivision performance security on the basis of work complete. Each request for a reduction in the dollar amount of the subdivision performance security shall be accompanied by a statement of substantial completion by the Developer's engineer together with the project records necessary for review by the County Manager or his designee. The County Manager or his designee may grant the request for a reduction in the amount of the subdivision performance security for the improvements completed as of the date of the request.
8. In the event the Developer shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure, the County Manager or his designee may call upon the subdivision performance security to secure satisfactory completion, repair and maintenance of the required improvements. The Board shall have the right to construct and maintain, or cause to be constructed or maintained, pursuant to public advertisement and receipt of acceptance of bids, the improvements required herein. The Developer, as principal under the subdivision performance security, shall be liable to pay and to indemnify the Board, upon completion of such construction, the final total cost to the Board thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the Board may sustain on account of the failure of the Developer to fulfill all of the provisions of this Agreement.
9. All of the terms, covenants and conditions herein contained are and shall be binding upon the Developer and the respective successors and assigns of the Developer.

IN WITNESS WHEREOF, the Board and the Developer have caused this Agreement to be executed by their duly authorized representatives this 30<sup>th</sup> day of MARCH, 2017.

SIGNED IN THE PRESENCE OF	(Name of Entity) <b>Pulte Home Company, LLC</b>
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Printed Name: <u>KIMBERLY BAILEY</u>	Printed Name/Title: Michael Hueniken, Director of Land Development
By: <u>[Signature]</u>	(Provide Proper Evidence of Authority)
Printed Name: <u>Jaclyn Mitchell</u>	
ATTEST: _____	_____
<b>DWIGHT E. BROCK, CLERK</b>	<b>BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA</b>
By: <u>[Signature]</u> Deputy Clerk Attest as to Chairman's signature only.	By: <u>[Signature]</u> PENNY TAYLOR, CHAIRMAN
Approved as to form and legality:	
<u>[Signature]</u>	
Scott A. Stone, Assistant County Attorney	

PERFORMANCE BOND

BOND NO. 59BSBHP0122

KNOW ALL PERSONS BY THESE PRESENTS: that

Pulte Home Company, LLC, a Michigan limited liability company (Name of Owner)

24311 Walden Center Dr., Ste 300 (Address of Owner)

Bonita Springs, FL 34134 (Address of Owner)

(Hereinafter referred to as "Owner") and

Hartford Fire Insurance Company (Name of Surety)

10010 N 25<sup>th</sup> Ave (Address of Surety)

Phoenix, AZ 85021 (Address of Surety)

602-674-2711 (Telephone Number)

(hereinafter referred to as "Surety") are held and firmly bound unto Collier County (hereinafter referred to as "Surety") are held and firmly bound unto Collier County, Florida, (hereinafter referred to as "County") in the total aggregate sum of three hundred thirteen thousand two hundred seventy and 59/100 (\$313,270.59) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Owner and Surety are used for singular or plural, as the context requires.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Owner has submitted for approval by the Board of a certain subdivision plat named Avalon Park and that certain subdivision shall include specific improvements which are required by Collier County Ordinances and Resolutions (hereinafter "Land Development Regulations"). This obligation of the Surety shall commence on the date this Bond is executed and shall continue until the date of final acceptance by the Board of County Commissioners of the specific improvements described in the Land Development Regulations (hereinafter the "Guaranty Period").

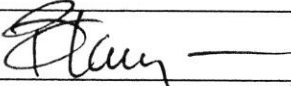
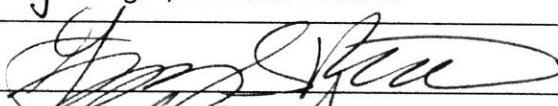
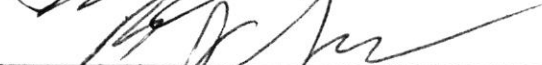
NOW THEREFORE, if the Owner shall well, truly and faithfully perform its obligations and duties in accordance with the Land Development Regulations during the guaranty period established by the County, and the Owner shall satisfy all claims and demands incurred and shall fully indemnify and save harmless the County from and against all costs and damages which it may suffer by reason of owner's failure to do so, and shall reimburse and repay the County all outlay and expense which the County may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed specific improvements shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed specific improvements.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, so as to bind the

Owner and the Surety to the full and faithful performance in accordance with the Land Development Regulations. The term "Amendment", wherever used in this Bond, and whether referring to this Bond, or other documents shall include any alteration, addition or modification of any character whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this PERFORMANCE BOND to be executed this 27th day of January, 2017.

Principal:	Pulte Home Company, LLC, a Michigan limited liability company
	
By:	Bryce Langen, Assistant Treasurer
Witness: Gregory S. Rives	
Witness: Bernard J. Saunders	

ACKNOWLEDGEMENT

STATE OF GEORGIA

COUNTY OF FULTON

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME THIS 27th DAY OF January, 2017, by Bryce Langen, Assistant Treasurer of Pulte Home Company, LLC, a Michigan limited liability company WHO IS PERSONALLY KNOW TO ME.

Notary Public - State of GEORGIA  
(SEAL)

\_\_\_\_\_  
Shirley E. Hutchins, Notary Public

Hartford Fire Insurance Company

Surety

BY:

  
Jeremy Polk, Attorney-in-Fact

Witness:

  
Renee Romo

Witness:

  
Jodi Vrooman

SEE ATTACHED NOTARY

STATE OF GEORGIA )  
 )ss.  
COUNTY OF FULTON )

WITNESS my hand and official seal.

Shirley E. Stephens  
Signature of Notary Public

SHIRLEY E HUTCHINS  
Notary Public  
Fulton County  
State of Georgia  
My Commission Expires Apr 17, 2018

ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

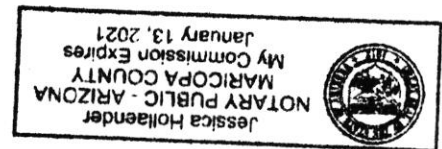
On 1/27/17 before me personally appeared Jeremy Polk whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



Notary Signature

Jessica Hollaender  
My commission Expires January 13<sup>th</sup>, 2021



# Del Webb at Ave Maria Avalon Park Phase 3 PPL

## Opinion of Probable Cost

OPC Revision # REV01  
Plan & Revision # 133-55-01 REV01

SUMMARY	
Earthwork	\$9,664.90
Paving	\$123,659.55
Drainage	\$80,822.00
Landscape	\$41,845.00
Lighting	\$28,800.00
Total	\$284,791.45

### Notes:

- 1) This Opinion of Probable Cost (OPC) shall be used for budgeting purposes only.
- 2) This OPC is based on the engineer's understanding of the current rules, regulations, ordinances, and construction costs in effect on the date of this document. Interpretations of these construction costs may affect this OPC, and may require adjustments to delete, decrease, or increase portions of this OPC.
- 3) All costs provided in this OPC are based on recent contract prices, or the engineer's latest known unit costs. These costs cannot be guaranteed at this time due to unpredictable and uncontrollable increases in the cost of concrete, petroleum, or the availability of materials and labor.
- 4) Does not include permit fees or soft costs.
- 5) Does not include enhanced landscape or hardscape features.

Brendan D.  
Sloan, P.E.  
69978 State  
of Florida

Digitally signed by Brendan D.  
Sloan, P.E. 69978 State of  
Florida  
DN: cn=Brendan D. Sloan, P.E.,  
o=Waldrop Engineering, P.A.,  
ou=Brendan D. Sloan, P.E.,  
email=Brendan.Sloan@waldro  
pengineering.com, c=US  
Date: 2016.10.03 14:33:55  
-04'00'

Brendan D. Sloan State of Florida Professional Engineer, License No. 69978

This item has been electronically signed and sealed by Brendan D. Sloan, PE on 10/3/16 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



**EARTHWORK**

Item #	Description	Estimated Quantity	Unit	Unit Price	Amount
E-1	Sod (1' Behind Curb)	262	SY	\$2.20	\$576.40
E-2	Single Row Silt Fence	1,675	LF	\$1.50	\$2,512.50
E-3	Floating Turbidity Barrier	548	LF	\$12.00	\$6,576.00

**SUBTOTAL = \$9,664.90**

# PAVING

Item #	Description	Estimated Quantity	Unit	Unit Price	Amount
P-1	3/4" Asphaltic Concrete (Type S-III) First Lift	2,620	SY	\$4.50	\$11,790.00
P-2	3/4" Asphaltic Concrete (Type S-III) Second Lift*	2,620	SY	\$4.50	\$11,790.00
P-3	6" Limerock Base (Compacted and Primed)*	2,620	SY	\$7.00	\$18,340.00
P-4	12" Stabilized Subgrade* (Onsite Material)	3,406	SY	\$1.85	\$6,301.10
P-5	Valley Gutter	2,360	LF	\$9.10	\$21,476.00
P-6	Signing and Marking	1	LS	\$5,000.00	\$5,000.00
P-7	5' Concrete Sidewalk	630	SY	\$28.45	\$17,923.50
P-8	8' Multiuse Path	1,091	SY	\$28.45	\$31,038.95

**SUBTOTAL = \$123,659.55**

\*Second lift prior to final acceptance

**DRAINAGE**

Item #	Description	Estimated Quantity	Unit	Unit Price	Amount
D-1	12" HDPE	518	LF	\$18.00	\$9,324.00
D-2	15" RCP	219	LF	\$30.00	\$6,570.00
D-3	18" RCP	218	LF	\$35.00	\$7,630.00
D-4	24" RCP	232	LF	\$43.00	\$9,976.00
D-5	30" RCP	106	LF	\$62.00	\$6,572.00
D-6	18" Headwall	1	EA	\$2,500.00	\$2,500.00
D-7	Valley Gutter Inlet	4	LF	\$3,750.00	\$15,000.00
D-8	Yard Drains	12	EA	\$1,250.00	\$15,000.00
D-9	Type C Inlet	3	EA	\$2,750.00	\$8,250.00

**SUBTOTAL = \$80,822.00**

**IRRIGATION**

Item #	Description	Estimated Quantity	Unit	Unit Price	Amount
I-1	Connect to Existing Irrigation Main	2	EA	\$1,515.00	\$3,030.00
I-3	6" PVC Irr. Main (DR-18)	1,115	LF	\$14.50	\$16,167.50
I-8	Single Irrigation Service, Complete	8	EA	\$450.00	\$3,600.00
I-9	Double Irrigation Service, Complete	18	EA	\$650.00	\$11,700.00
				<b>SUBTOTAL =</b>	<b>\$34,497.50</b>

**LANDSCAPE**

Item #	Description	Estimated Quantity	Unit	Unit Price	Amount
LS-1	Code Minimum Landscaping	1	LS	\$41,845.00	\$41,845.00

**SUBTOTAL = \$41,845.00**

**LIGHTING**

Item #	Description	Estimated Quantity	Unit	Unit Price	Amount
LI-1	Lighting	9	EA	\$3,200.00	\$28,800.00

**SUBTOTAL = \$28,800.00**

Project Name:

Avalon Park Phase 3

PL#

**PPL Review Fees:**

<input checked="" type="checkbox"/>	Residential only: \$1,000.00 Plus \$5.00 per acres (round up to next acreage)	\$ 1,055.00
	Number of Acres: <u>11</u>	
<input type="checkbox"/>	Non-residential only: \$1,000.00 Plus \$10.00 per acres (round up to next acreage)	
	Number of Acres: _____	\$ -
<input checked="" type="checkbox"/>	COA application fee \$200 + \$25 per D.U. or per 1,000 sq. ft. commercial (\$5,000 max.)	\$ 1,525.00
	D.U.: <u>53</u>	
<input type="checkbox"/>	Environmental Health Review Fee \$200.00 (if applicable)	\$ -
<input type="checkbox"/>	\$1,000 Listed Species Survey (when EIS is not required)	\$ -
<input checked="" type="checkbox"/>	Site Clearing Plan Review Fee - \$250.00 for 1st acres, \$50.00 per add. acre or fraction thereof	\$ 750.00
	Acres to be cleared: <u>11</u> (Round up to next whole acre.) (\$3,000.00 max)	
<input checked="" type="checkbox"/>	Fire Review Fees (check CC Fee Schedule)	\$ 100.00

**Plan Review & Inspection - Utilities (Required as per Ordinance 2004-31 Section 8.2.4)**

<input type="checkbox"/>	Construction document review - 0.75% of probable water/sewer construction costs	\$ -
	Cost Estimate \$ _____	
<input type="checkbox"/>	Construction inspection - 2.25% of probable water/sewer construction costs (to be paid at precon)	
	Cost Estimate \$ _____ x 2.25% = \$ -	

**Plan Review & Inspection - Roadway, Paving & Drainage**

<input checked="" type="checkbox"/>	Construction document review - 0.75% of probable roadway, paving & drainage construction costs	\$ 2,135.94
	Cost Estimate \$ <u>\$ 284,791.45</u>	
<input checked="" type="checkbox"/>	Construction inspection - 2.25% of probable roadway, paving & drainage construction costs (to be paid at precon)	
	Cost Estimate \$ <u>\$ 284,791.45</u> x 2.25% = <u>\$ 6,407.81</u>	

**Traffic Impact Study Review Fees - Provide a Separate Check**

<input type="checkbox"/>	Methodology Review - \$500.00 (separate check for transportation review fees)	\$ -
<input type="checkbox"/>	Right-of-way Permit ~ Submitted directly to the Transportation Dept. with applicable fees (774-8260)	

**Utilities**

<input type="checkbox"/>	Utility Modeling and Analysis Fee - \$1,000 (per Resolution No. 08-53) (PUD or DRI zoning only)	\$ -
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**Excavation Permit Fees**

<input type="checkbox"/>	Application Development Fee: \$ 400.00	\$ -
<input type="checkbox"/>	Cubic Yardage: _____ \$200 first 5000 CY; \$10 per add. 1000 CY (\$20,000.00 max)	\$ -
<input type="checkbox"/>	Pre-paid Inspections: _____ \$200 per month payable yearly at the time of the annual report	\$ -

FEE SUB-TOTAL: \$ 5,565.94

PRE-APP FEE:

TOTAL FEES: \$ 5,565.94

SEPARATE CHECK FOR TRANSPORTATION REVIEW: \$ -

NET FEES: \$ 5,565.94