



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.5.

4/19/2022

Subject:

Final Plat and Contract Approval, Re: Reeling Park South, Phase 4
Developer: The Viera Company District 4

Fiscal Impact:

None

Dept/Office:

Planning and Development

Requested Action:

In accordance with Section 62-2841(i) and Section 62-2844, it is requested that the Board of County Commissioners grant final plat approval and authorize the Chair to sign the final plat and contract for Reeling Park South, Phase 4.

Summary Explanation and Background:

There are three stages of review for subdivision plan approval: the pre-application conference, the preliminary plat/final engineering plan review, and the final plat review. The pre-application conference for the above project was held on May 4, 2017. The preliminary plat and final engineering plans, which is the second stage of approval, were approved on June 7, 2018. The third stage of review is the final plat approval for recordation. The applicant is posting a performance bond and contract for guarantee of the completion of the infrastructure improvements.

Staff has reviewed the final plat and contract for the Reeling Park South, Phase 4, and has determined that it complies with the applicable ordinances.

Reeling Park South - Phase 4 is located within the Viera DRI, on the east side of Stadium Parkway, north of Cuddington Drive. The proposed subdivision contains 65 units on 20.36 acres.

This approval is subject to minor engineering changes as applicable. Board approval of this project does not relieve the developer from obtaining all other necessary jurisdictional permits.

Reference: 22FM00004, 17SD00012

Contact: Tim Craven, Planner II, Ext. 58266

Clerk to the Board Instructions:

Please have the contract signed and return the original and a certified copy to Planning and Development.



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001

Fax: (321) 264-6972

Kimberly.Powell@brevardclerk.us

April 20, 2022

M E M O R A N D U M

TO: Tad Calkins, Planning and Development Director Attn: Tim Craven

RE: Item F.5., Final Plat and Contract Approval for Reeling Park South Phase 4 –
Developer: The Viera Company

The Board of County Commissioners, in regular session on April 19, 2022, executed and granted final plat approval for Reeling Park South Phase 4 – Developer: The Viera Company, subject to minor changes, if necessary, receipt of all documents required for recording, and developer responsible for obtaining all other necessary jurisdictional permits. Enclosed are fully-executed and certified copy of Contract.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

for Donna Scott
Kimberly Powell, Clerk to the Board

/ns

Encl. (1)

cc: Contracts Administration

Subdivision No. 17SD00012/19ER00028/21ER00047

Project Name Reeling Park South at Addison Village Phase 4

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 19 day of APRIL, 2022, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and The Viera Company, hereinafter referred to as "PRINCIPAL."

WITNESSETH:

IN CONSIDERATION of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The PRINCIPAL agrees to construct the improvements described below:

and all other improvements depicted in subdivision number 17SD00012/19ER00028/21ER00047. A copy of said plat to be recorded in the Plat Books of the Public Records of Brevard County.

2. Principal agrees to construct the improvements strictly in accordance with the plans and specifications on file in the Land Development Division (which construction is hereinafter referred to as the "Work"). Such plans and specifications (hereinafter referred to as the "Plans") are hereby incorporated into this Agreement by reference and made a part hereof. Principal warrants to County that the Work will conform to the requirements of the Plans and other requirements specified in the County's approval of the Work. Principal also warrants to County that the Work will be free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered to be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this paragraph 2.

If within two (2) years after approval and acceptance of the improvements by County, any Work is found to be defective, Principal shall promptly, without cost to County, either correct such defective Work, or, if it has been rejected by County, remove it from the site and replace it with non-defective Work. If Principal does not promptly comply with the terms of such instructions, County may elect any of the remedies provided for in paragraph 6 herein below. Corrective Work shall be warranted to be free from defects for a period of six (6) months. Any defect in such Work shall be corrected again by Principal promptly upon notice of the defect from County. In the event the maintenance bond given by Principal in connection with County's acceptance of the improvements is extended, the two (2) year warranty period provided for herein shall be extended for a like period.


To the extent assignable, Principal assigns to County all of Principal's warranty rights under its construction contract with the contractor constructing the improvements (including all warranties provided by law or in equity with respect to such construction contract), which warranties may be asserted by County on behalf of Principal in the event Principal fails to perform its warranty obligations hereunder. Where warranties granted hereunder overlap, the more stringent requirement shall control."

3. The PRINCIPAL agrees to complete said construction on or before the 15th day of April, 2023.

4. In order to guarantee performance of PRINCIPAL'S obligations herein contained, PRINCIPAL shall furnish cash, letter of credit, certificate of deposit or surety bond in a form approved by the COUNTY, in the amount of \$3,298,398.61. If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners within five (5) business days of the County's acceptance of this contract. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
 - A. Vacate all or part of such recorded plat where improvements have not been completed in accordance with the plans and specifications,
 - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
 - C. Request the surety on said performance bond to complete such improvements, or
 - D. Contract for completion of said improvements.
7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
8. In the performance of this Agreement, the PRINCIPAL shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes.
9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.

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

ATTEST:


Rachel M. Sadoff, Clerk

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

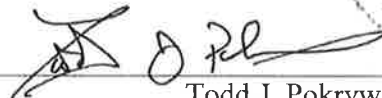

Kristine Zonka, Chair

As approved by the Board on: April 19, 2022.

WITNESSES:

Karen P. Prosser
KAREN P. PROSSER

PRINCIPAL:


Todd J. Pokrywa, as President



Mary Ellen McKibben
Mary Ellen McKibben

DATE

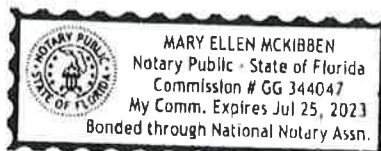
3-29-22

State of: Florida

County of: Brevard

The foregoing instrument was acknowledged before me this 29th day of March 2022, by
_Todd J. Pokrywa, as President who is personally known to me and who did (did not) take an oath.

My commission expires:



Mary Ellen McKibben
Notary Public

Commission Number:

Mary Ellen McKibben
Notary Name printed, typed or stamped

Bond # 107534220

Reeling Park South at Addison Village, Phase 4
Infrastructure Improvements
#17SD00012/19ER00028/21ER00047

SURETY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **THE VIERA COMPANY**, hereinafter referred to as "Owner" and, **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County", in the sum of **\$3,298,398.61** for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Owner has entered into a contract with the County dated the 19 day of APRIL, 2022, which contract is made a part hereof by reference.

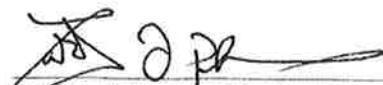
NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully perform said contract and complete the work contemplated therein by **April 15th, 2023** then this obligation shall be null and void, otherwise it shall remain in full force and effect.

If the Owner shall be declared in default of said contract by the County, the Surety shall have sixty (60) days from the date of said default within which to take whatever action it deems necessary in order to insure performance. If, at the expiration of sixty (60) days from the date of said default, no arrangements have been made by the Owner or surety satisfactory to the County for the completion of said contract, then the County shall have the right to complete said contract and the Owner and Surety jointly and severally, shall pay all costs of completing said contract to the County, including but not limited to engineering, legal and other costs, together with any damages, either direct or consequential, which the County may sustain on account of the Owner's default of said contract. After the expiration of the aforesaid grace period, the County shall have the additional right to contract for the completion of said contract upon which the Owner has defaulted and upon the County's acceptance of the lowest responsible bid for the completion of said contract, the Owner and Surety shall become immediately liable for the amount of said bid and in the event the County is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of six percent (6%) per annum beginning with the commencement of such legal proceedings. The County, in its discretion, may permit the Surety to complete said contract, in the event of Owner's default.

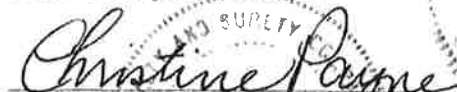
In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.

EXECUTED this 29th day of March, 2022.

OWNER: **THE VIERA COMPANY**


Todd J. Pokrywa, President

SURETY:


Christine Payne, Attorney-in-Fact



TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Christine Payne** of **ORLANDO, Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **March**, 2022.

 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

RECORDED IN
FURTHER AMENDED,
OFFICIAL RECORDS
DISTRICT DATED
RECORDS BOOK 6081,

WARDSHIP DISTRICT
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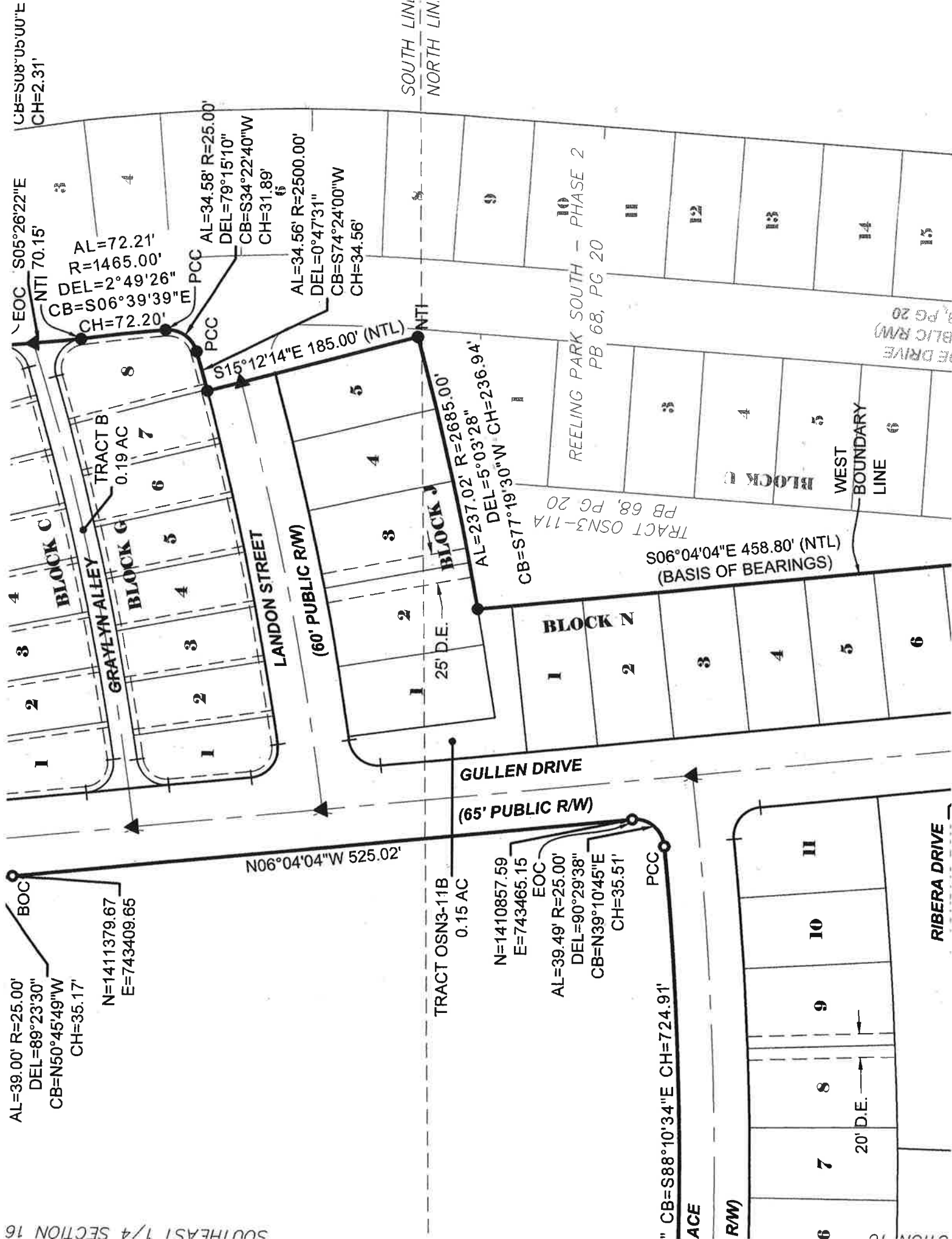
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20. A PERPETUAL NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CENTRAL VIERA COMMUNITY ASSOCIATION, INC B AND THE PRIVATE STREET IMPROVEMENTS LOCATED THEREON FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGR OFFICIAL BUSINESS PERFORMED IN ACCORDANCE WITH THE COMMUNITY DECLARATION REFERENCED IN PLAT NOTE 6(THE PUBLIC IMPROVEMENTS SHOWN WITHIN THAT PORTION OF THE LANDS PLATTED HEREUNDER LOCATED IN SECTION RANGE 36 EAST, ARE COVERED BY TITLE INSURANCE POLICY _____ ISSUED BY _____ TO BREVARD COUNTY.
21. _____

DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTIONS 16 & 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEGIN AT NORTHWEST CORNER OF LYSIDE DRIVE (A 60 FOOT WIDE PUBLIC RIGHT-OF-WAY) ACCORDING TO THE PLAT O BOOK 68, PAGE 20, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN SOUTHEASTERLY ALONG THE ARC OF TI SOUTH-PHASE 2 THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, SOUTHWEST, AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 96°03'06", A CHORD BEARING OF S58°45'16"E, FEET TO THE END OF SAID CURVE; 2) THENCE S10°43'43"E, A DISTANCE OF 70.38 FEET TO THE BEGINNING OF A CURVE T (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE (CHORD LENGTH OF 2.31 FEET), A DISTANCE OF 2.31 FEET TO THE END OF SAID CURVE; 4) THENCE S05°26'22"E, A DISTAN A CURVE TO THE RIGHT; 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SC CENTRAL ANGLE OF 02°49'26", A CHORD BEARING OF S06°39'39"E, AND A CHORD LENGTH OF 72.20 FEET), A DISTANCE OF THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A CHORD BEARING OF S34°22'40"W, AND A CHORD LENGTH OF 31.89 FEET), A DISTANCE OF 34.58 FEET TO A POINT OF CON CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 2500.00 FEET, A CENTR AND A CHORD LENGTH OF 34.56 FEET), A DISTANCE OF 34.56 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO NON-TANGENT LINE, A DISTANCE OF 185.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; 9) TH CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 2685.00 FEET, A CENTRAL ANGLE OF 05°03'28", A CHC 236.94 FEET), A DISTANCE OF 237.02 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; 10) TH DISTANCE OF 458.80 FEET, 11) THENCE S83°55'56"W, A DISTANCE OF 125.00 FEET, 12) THENCE S06°04'04"E, A DISTANCE O 13) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING CHORD BEARING OF S38°26'12"E, AND A CHORD LENGTH OF 26.77 FEET), A DISTANCE OF 28.25 FEET TO A POINT OF COMI CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 1000.00 FEET, A CENTR AND A CHORD LENGTH OF 41.32 FEET), A DISTANCE OF 41.33 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO NON-TANGENT LINE, A DISTANCE OF 60.78 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; 16) THE CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 04°20'23", A CHOF FEET), A DISTANCE OF 68.17 FEET TO A POINT OF REVERSE CURVATURE AND A POINT ON THE NORTHERLY BOUNDARY C TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 1, BREVARD COUNTY, FLORIDA; THENCE ALONG THE NO 3 THE FOLLOWING FIVE (5) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID NO 3, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLI CHORD LENGTH OF 36.58 FEET), A DISTANCE OF 41.03 FEET TO A POINT OF COMPOUND CURVATURE; 2) THENCE ALONG CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 80°25'16", A CHORD BEAR A DISTANCE OF 596.54 FEET TO A POINT OF REVERSE CURVATURE; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CI HAVING A RADIUS OF 1965.00 FEET, A CENTRAL ANGLE OF 10°29'32", A CHORD BEARING OF N83°16'35"W, AND A CHORD LI POINT OF REVERSE CURVATURE; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TI CENTRAL ANGLE OF 86°30'56", A CHORD BEARING OF N45°15'53"W, AND A CHORD LENGTH OF 34.26 FEET), A DISTANCE OF LINE TO THE SOUTHWEST; 5) THENCE S87°59'35"W ALONG SAID NON-TANGENT LINE, A DISTANCE OF 65.00 FEET TO A NOI THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS BEARING OF N06°09'03"W, AND A CHORD LENGTH OF 348.30 FEET), A DISTANCE OF 348.60 FEET TO A POINT OF COMPOU



AL=39.00' R=25.00'
DEL=89°23'30"
CB=N50°45'49"W
CH=35.17'

N=1411379.67
E=743409.65

N06°04'04"W 525.02'

TRACT OSN3-11B
0.15 AC

N=1410857.59
E=743465.15

AL=39.49' R=25.00'
DEL=90°29'38"
CB=N39°10'45"E
CH=35.51'

CB=S88°10'34"E CH=724.91'

GULLEN DRIVE
(65' PUBLIC RW)

LANDON STREET
(60' PUBLIC RW)

BLOCK N

TRACT OSN3-11A
PB 68, PG 20
S06°04'04"E 458.80' (NTL)
(BASIS OF BEARINGS)

BLOCK J
25' D.E.

AL=237.02' R=2685.00'
DEL=5°03'28"
CB=S77°19'30"W CH=236.94'

AL=34.58' R=25.00'
DEL=79°15'10"
CB=S34°22'40"W
CH=31.89'

AL=34.56' R=2500.00'
DEL=0°47'31"
CB=S74°24'00"W
CH=34.56'

AL=72.21'
R=1465.00'
DEL=2°49'26"
CB=S06°39'39"E
CH=72.20'

EOC S05°26'22"E
NTI 70.15'

SOUTH LINE
NORTH LINE

REELING PARK SOUTH - PHASE 2
PB 68, PG 20

BLOCK U
WEST BOUNDARY LINE

RE DRIVE
BLC RM
PG 20

RIBERA DRIVE

(60' PUBLIC R/W)

36

AL=83.75'
DEL=1°40'08"

1
0.27 AC

S06°45'47"W 125.00'

AL=67.50'
DEL=1°20'43"

2
0.20 AC

S05°25'05"W 125.00'

AL=67.50'
DEL=1°20'43"

3
0.20 AC

S04°04'23"W 125.00'

AL=60.00'
DEL=1°11'45"

4
0.18 AC

S02°52'38"W 125.00'

AL=60.00'
DEL=1°11'45"

5
0.18 AC

S01°40'54"W 125.00'

AL=60.00'
DEL=1°11'45"

6
0.18 AC

AL=62.61'
DEL=1°11'45"

AL
DEL

AL=726.93' R=2815.00' DEL=14°47'45" CB=S88°10'34"E

AL=835.40' R=2845.00' DEL=16°49'28" CB=S88°19'43"

AL=703.76' R=2875.00' DEL=14°01'31" CB=S88°34'49"E CH=702.00

BLOCK W

AL=68.32'
DEL=1°18'17"

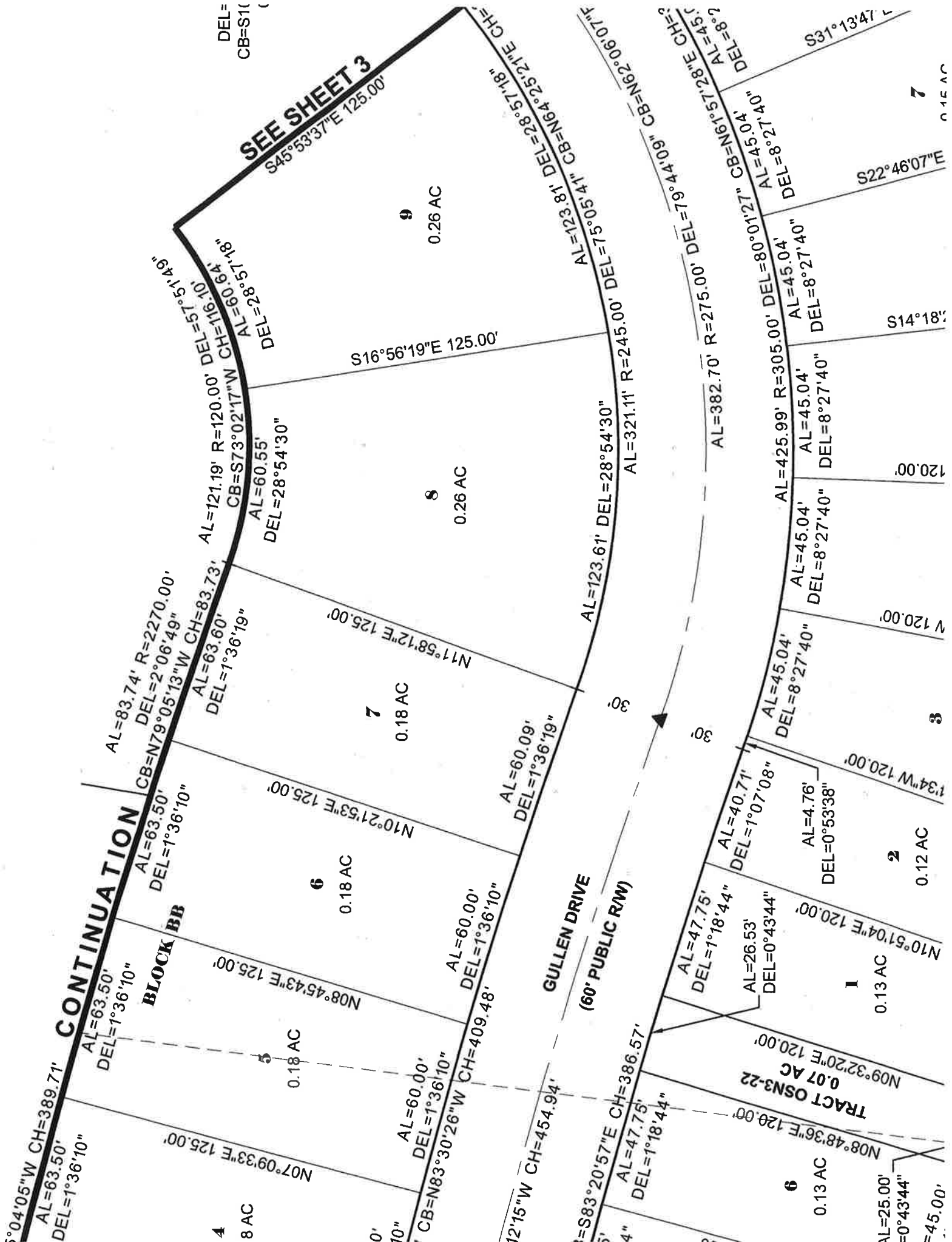
AL=13.13'
DEL=0°41'37"

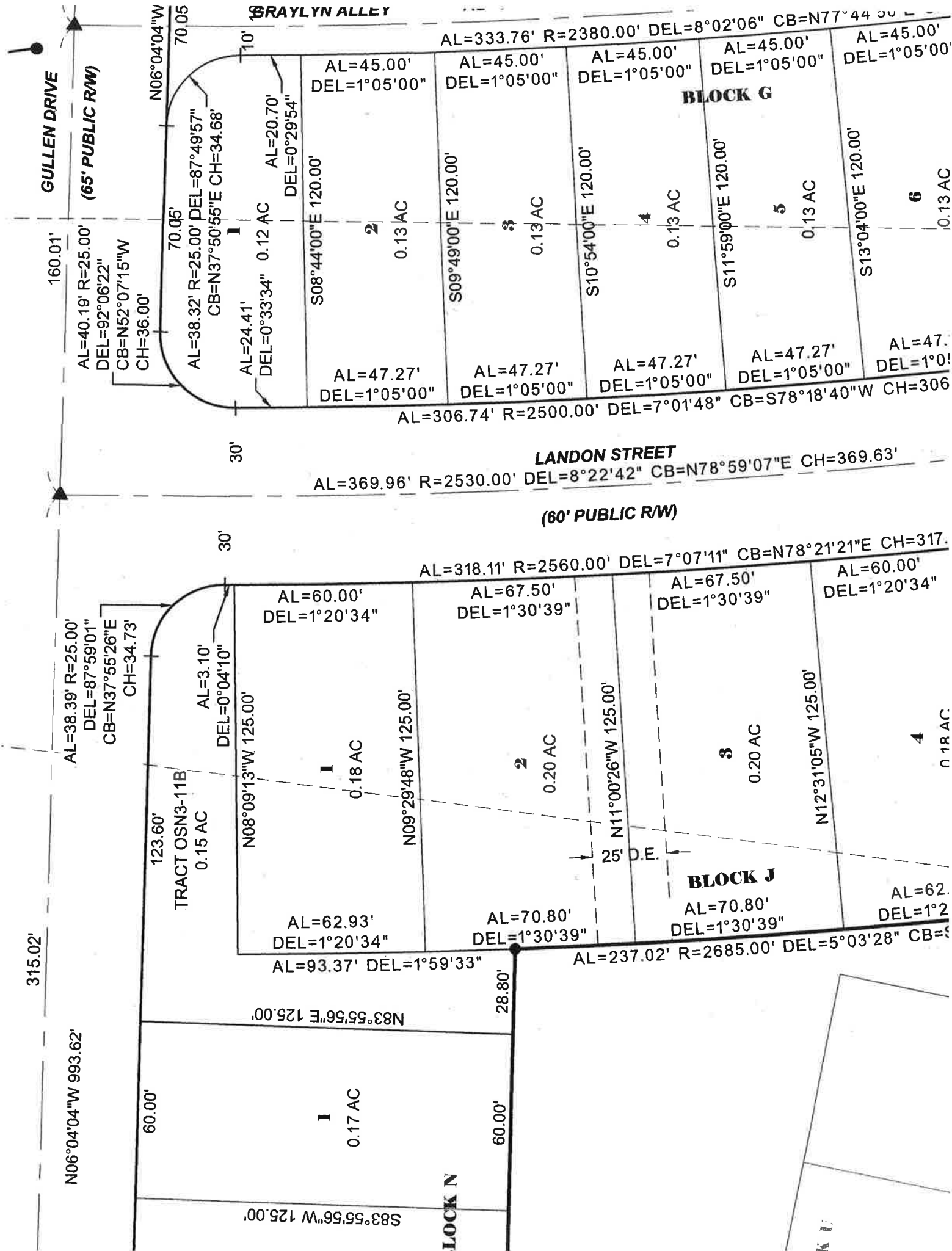
AL=80.18'
R=532.50'
DEL=8°37'38"
CB=N15°35'33"W
CH=80.10'

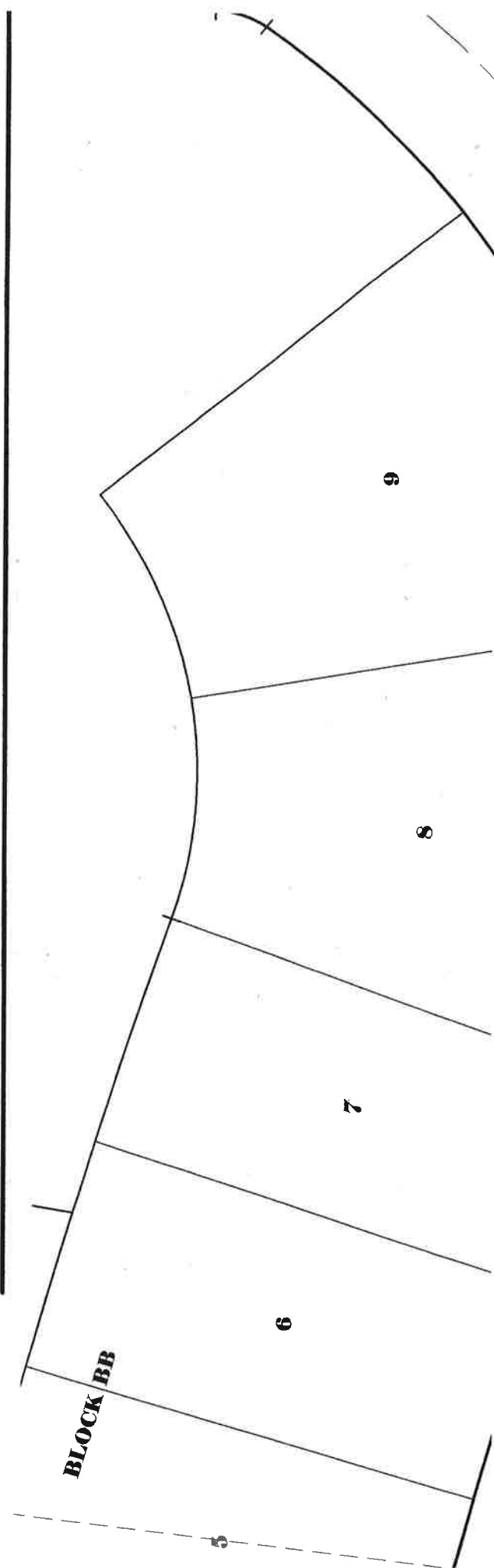
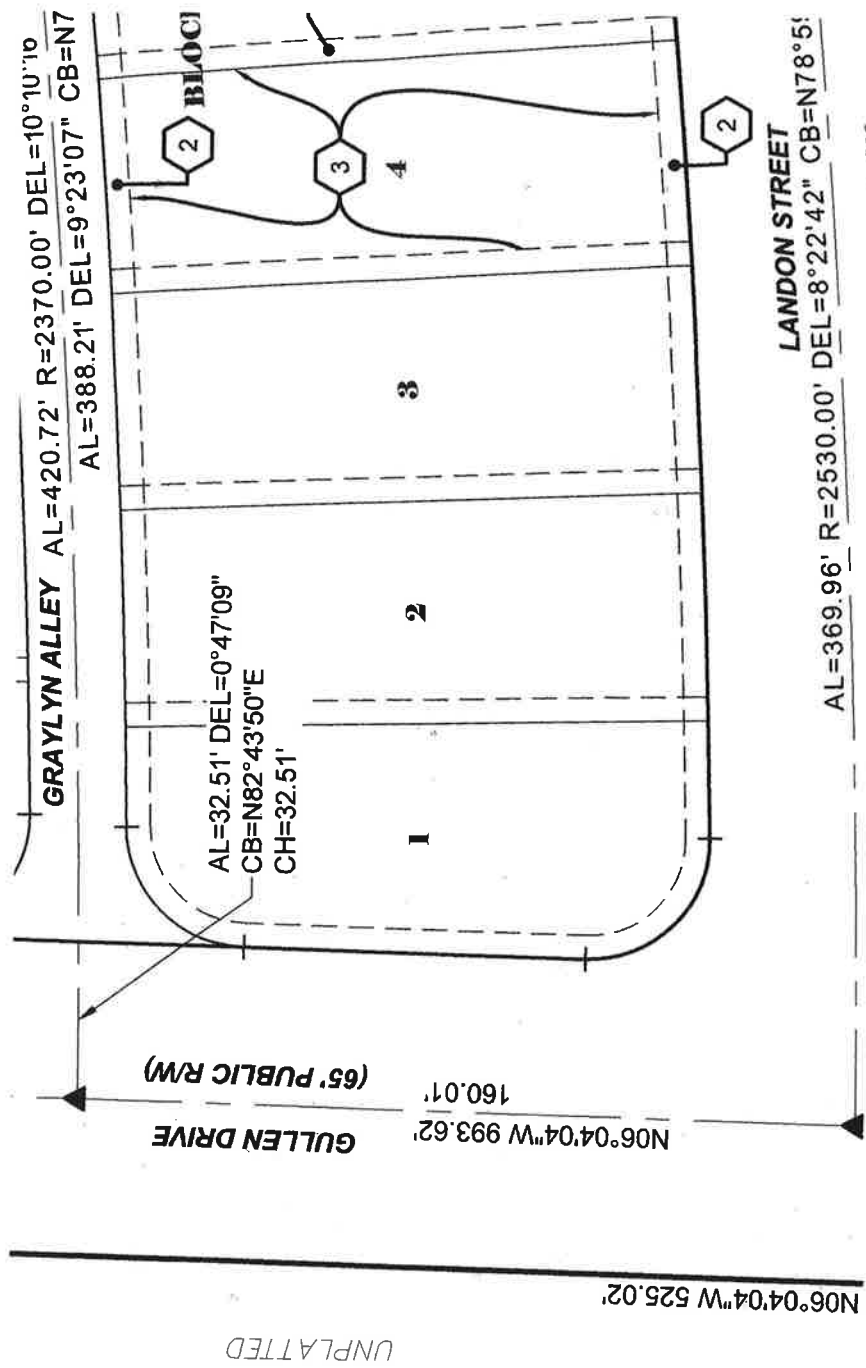
AL=267.38'
DEL=6°16'20"
CB=N08°08'34"W
CH=267.25'

AL=117.63' R=2475.00' DEL=
CB=N09°55'02"W CH=11

TRACT E2
1.84 AC









B.S.E. CONSULTANTS, INC.

Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.
President

Hassan Kamal, P.E.
Vice President

November 10, 2021

Via Courier

Ms. Christine Verrett
Brevard County Government Center
Public Works Engineering
2725 Judge Fran Jamieson Way, A-204
Viera, FL 32940

**Re: Reeling Park South at Addison Village, Phase 4
#17SD00012 / 19ER00028 / 21ER00047
B.S.E. File #11359.07**

Dear Christine:

By copy of this letter, we hereby certify that the cost to construct the infrastructure improvements at the above referenced project are \$2,638,718.89.

Performance Bond requirements at 125% of construction costs are \$3,298,398.61.

A detailed breakdown of the remaining improvements is listed within the attached Exhibit A.

If you have any questions regarding the above, please feel free to call me.

Very truly yours,

Hassan Kamal, P.E.
Vice President
B.S.E. Consultants, Inc.

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cc: Mary Ellen McKibben, Director of Land Development, The Viera Company (via E-mail)
Brent Albertson, P.E., Director of Land Development Engineering, The Viera Company (via E-mail)
Tyler Duda, The Viera Company (via E-mail)

Enclosures

Civil ~ Agricultural ~ Transportation ~ Utility ~ Site Planning ~ Environmental
312 South Harbor City Boulevard, Suite #4, Melbourne, FL 32901
(321) 725-3674 ~ Fax (321) 723-1159
Toll Free ~ 1-800-523-4BSE (4273)
info@bseconsult.com

REELING PARK SOUTH INFRASTRUCTURE IMPROVEMENTS, PHASE 4

PERFORMANCE BOND CALCULATIONS

EXHIBIT A

ITEM	UNIT	QUANTITIES	UNIT PRICE	TOTAL PRICE
PART A - PAVING & DRAINAGE IMPROVEMENTS				
SITE PREPARATION - ROADWAY AND PARK AREAS	AC	10.00	\$ 1,470.00	\$ 14,700.00
SEED AND MULCH DISTURBED LOT AREAS	AC	12.35	\$ 1,440.00	\$ 17,784.00
8" STABILIZED SUBGRADE (INCLUDES COST TO GRADE R/W TEMPLATE)	SY	16,203	\$ 5.50	\$ 89,116.50
8" BASE COURSE WITH SURFACE PRIME COAT	SY	13,682	\$ 19.00	\$ 259,958.00
1½" TYPE SP-12.5 ASPHALTIC CONCRETE	SY	13,682	\$ 13.00	\$ 177,866.00
2' TYPE F CURB	LF	5,293	\$ 20.00	\$ 105,860.00
2' WIDE MIAMI CURB	LF	2,270	\$ 16.50	\$ 37,455.00
SOD (BAHIA) WITHIN RIGHT-OF-WAY AND 2' BEHIND SIDEWALK	SY	4,316	\$ 2.95	\$ 12,732.20
FINAL GRADING - COMMON TRACTS	SY	998	\$ 0.33	\$ 329.34
SOD (BAHIA) COMMON TRACTS	SY	998	\$ 2.95	\$ 2,944.10
REGRADING & SODDING OF LAKE BANK AT PIPE END	EA	3	\$ 1,100.00	\$ 3,300.00
18" RCP STORM SEWER	LF	755	\$ 58.00	\$ 43,790.00
24" RCP STORM SEWER	LF	451	\$ 74.00	\$ 33,374.00
30" RCP STORM SEWER	LF	409	\$ 101.00	\$ 41,309.00
36" RCP STORM SEWER	LF	572	\$ 127.00	\$ 72,644.00
54" RCP STORM SEWER	LF	143	\$ 248.00	\$ 35,464.00
60" RCP STORM SEWER	LF	370	\$ 316.00	\$ 116,920.00
18" FES	EA	1	\$ 5,220.00	\$ 5,220.00
30" FES	EA	1	\$ 7,710.00	\$ 7,710.00
60" FES	EA	1	\$ 9,970.00	\$ 9,970.00
TYPE 2 CURB INLET (BOTTOM EXISTING REMOVE TEMP TOP AND INSTALL PERM TOP)	EA	1	\$ 5,410.00	\$ 5,410.00
TYPE 4 CURB INLET	EA	4	\$ 7,110.00	\$ 28,440.00
TYPE 4 CURB INLET (BOTTOM EXISTING REMOVE TEMP TOP AND INSTALL PERM TOP)	EA	1	\$ 4,210.00	\$ 4,210.00
TYPE 4 CURB INLET - BOTTOM W/TEMP TOP	EA	2	\$ 7,110.00	\$ 14,220.00
TYPE 6 CURB INLET (ENTIRE)	EA	1	\$ 4,990.00	\$ 4,990.00
TYPE 6 CURB INLET - BOTTOM EXISTING REMOVE TEMP TOP AND INSTALL PERM TOP	EA	1	\$ 2,100.00	\$ 2,100.00
TYPE 9 CURB INLET (ENTIRE)	EA	11	\$ 6,560.00	\$ 72,160.00
TYPE 9 CURB INLET - BOTTOM W/TEMP TOP	EA	4	\$ 6,560.00	\$ 26,240.00
TYPE 9 CURB INLET (BOTTOM EXISTING REMOVE TEMP TOP AND INSTALL PERM TOP)	EA	1	\$ 2,300.00	\$ 2,300.00
TYPE E DITCH BOTTOM INLET (ENTIRE)	EA	5	\$ 5,450.00	\$ 27,250.00
TYPE E DITCH INLET - BOTTOM EXISTING REMOVE TEMP TOP AND INSTALL PERM TOP	EA	1	\$ 3,040.00	\$ 3,040.00
TYPE F DITCH BOTTOM INLET (ENTIRE)	EA	5	\$ 3,740.00	\$ 18,700.00
TYPE F DITCH BOTTOM INLET - BOTTOM W/TEMP TOP	EA	2	\$ 3,740.00	\$ 7,480.00
TYPE F DITCH BOTTOM INLET (REMOVE TEMP TOP AND INSTALL PERM TOP)	EA	1	\$ 2,840.00	\$ 2,840.00

REELING PARK SOUTH INFRASTRUCTURE IMPROVEMENTS, PHASE 4

PERFORMANCE BOND CALCULATIONS

EXHIBIT A

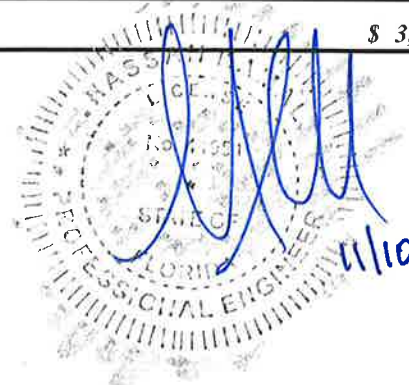
ITEM	UNIT	QUANTITIES	UNIT PRICE	TOTAL PRICE
JUNCTION MH17A (REMOVE TEMP TOP AND INSTALL PERM TOP)	EA	1	\$ 1,320.00	\$ 1,320.00
5' x 6" CONC. SIDEWALK - COMMON AREA SIDEWALKS ONLY	LF	4,248	\$ 25.35	\$ 107,686.80
6' x 6" CONCRETE SIDEWALK - COMMON AREA SIDEWALKS ONLY	LF	125	\$ 32.70	\$ 4,087.50
CURB-CUT RAMPS W/ ADA TRUNCATED DOMES	EA	32	\$ 2,132.60	\$ 68,243.20
MAINTENANCE OF TRAFFIC	LS	1	\$ 4,510.00	\$ 4,510.00
SIGNAGE AND PAVEMENT MARKING (PROVIDE AND INSTALL DECORATIVE SIGNAGE)	LS	1	\$ 26,000.00	\$ 26,000.00
SWPPP (Including construction entrance) - INSTALL AND MAINTAIN - Roadway Related (No Reporting)	LS	1	\$ 12,400.00	\$ 12,400.00
CONSTRUCTION STAKEOUT	LS	1	\$ 24,000.00	\$ 24,000.00
SUBTOTAL PART A				\$ 1,556,073.64
PART B - SANITARY SEWER IMPROVEMENTS				
CONNECT TO EXISTING SANITARY MANHOLE	EA	3	\$ 10,300.00	\$ 30,900.00
4' DIAMETER SAN. SEWER MANHOLE (4'-6' DEPTH)	EA	5	\$ 4,340.00	\$ 21,700.00
4' DIAMETER SAN. SEWER MANHOLE (6'-8' DEPTH)	EA	6	\$ 5,750.00	\$ 34,500.00
4' DIAMETER SAN. SEWER MANHOLE (8'-10' DEPTH)	EA	2	\$ 6,910.00	\$ 13,820.00
4' DIAMETER SAN. SEWER MANHOLE (10'-12' DEPTH)	EA	1	\$ 8,210.00	\$ 8,210.00
8" PVC SANITARY SEWER (4'-6' DEPTH)	LF	832	\$ 48.00	\$ 39,936.00
8" PVC SANITARY SEWER (6'-8' DEPTH)	LF	1,028	\$ 49.00	\$ 50,372.00
8" PVC SANITARY SEWER (8'-10' DEPTH)	LF	752	\$ 49.50	\$ 37,224.00
8" PVC SANITARY SEWER (10'-12' DEPTH)	LF	232	\$ 50.50	\$ 11,716.00
SINGLE SANITARY SEWER SERVICE CONNECTION	EA	16	\$ 1,160.00	\$ 18,560.00
DOUBLE SANITARY SEWER SERVICE CONNECTION	EA	32	\$ 1,210.00	\$ 38,720.00
SUBTOTAL PART B				\$ 305,658.00
PART C - POTABLE WATER IMPROVEMENTS				
REMOVE BLOW OFF & CONNECT TO EXISTING WATER MAIN	EA	5	\$ 2,310.00	\$ 11,550.00
8" PVC WATER MAIN & FITTINGS	LF	3,487	\$ 55.00	\$ 191,785.00
10" PVC WATER MAIN & FITTINGS	LF	629	\$ 62.50	\$ 39,312.50
8" GATE VALVE ASSEMBLY	EA	11	\$ 2,410.00	\$ 26,510.00
10" GATE VALVE ASSEMBLY	EA	1	\$ 3,640.00	\$ 3,640.00
2" BLOW OFF & VALVE ASSEMBLY	EA	2	\$ 1,740.00	\$ 3,480.00
FIRE HYDRANT & VALVE ASSEMBLY	EA	3	\$ 5,950.00	\$ 17,850.00
SINGLE SERVICE CONNECTION	EA	82	\$ 866.00	\$ 71,012.00
SUBTOTAL PART C				\$ 365,139.50

REELING PARK SOUTH INFRASTRUCTURE IMPROVEMENTS, PHASE 4

PERFORMANCE BOND CALCULATIONS

EXHIBIT A

ITEM	UNIT	QUANTITIES	UNIT PRICE	TOTAL PRICE
PART D -- REUSE WATER SYSTEM				
REMOVE BLOW OFF & CONNECT TO EXISTING REUSE MAIN INCLUDING TEMP JUMPER & METER ASSEMBLY	EA	5	\$ 2,980.00	\$ 14,900.00
8" PVC REUSE MAIN	LF	3,752	\$ 41.50	\$ 155,708.00
6" PVC REUSE MAIN	EA	946	\$ 26.50	\$ 25,069.00
8" GATE VALVE ASSEMBLY	EA	13	\$ 2,440.00	\$ 31,720.00
6" GATE VALVE ASSEMBLY	EA	6	\$ 1,750.00	\$ 10,500.00
2" BLOW OFF AND GATE VALVE ASSEMBLY	EA	5	\$ 850.00	\$ 4,250.00
SINGLE SERVICE CONNECTION	EA	80	\$ 788.00	\$ 63,040.00
SUBTOTAL PART D				\$ 305,187.00
PART E -- TRACT E1/E2 IMPROVEMENTS				
SOD (BAHIA) TRACT E2 ENTRANCE ISLAND	SY	278	\$ 2.95	\$ 820.10
SOD (BAHIA) ADJACENT 2' ADJACENT AND/OR 2' BEHIND SIDEWALK INCLUDING LAKE SIDEWALK	SY	747	\$ 2.95	\$ 2,203.65
ROUGH GRADING TRACT E2 AREA	SF	8,025	\$ 0.33	\$ 2,648.25
8" STABILIZED SUBGRADE (INCLUDES COST TO GRADE R/W TEMPLATE)	SY	826	\$ 5.10	\$ 4,212.60
8" BASE COURSE WITH SURFACE PRIME COAT	SY	672	\$ 19.00	\$ 12,768.00
1½" TYPE SP-12.5 ASPHALTIC CONCRETE	SY	672	\$ 13.00	\$ 8,736.00
2' TYPE F CURB	LF	461	\$ 20.00	\$ 9,220.00
SINGLE 1" SERVICE CONNECTION FOR TRACT E2	EA	1	\$ 866.00	\$ 866.00
5' x 6" CONC. SIDEWALK	LF	617	\$ 25.35	\$ 15,640.95
6' x 6" CONCRETE SIDEWALK	LF	778	\$ 32.70	\$ 25,440.60
8' x 6' CONCRETE SIDEWALK	LF	90	\$ 47.40	\$ 4,266.00
CURB-CUT RAMPS W/ ADA TRUNCATED DOMES	EA	1	\$ 2,132.60	\$ 2,132.60
18'x25'x6" CONCRETE (MAIL) PAD	SY	50	\$ 58.00	\$ 2,900.00
30'x30'x6" CONCRETE PAD (PARK)	SY	100	\$ 58.00	\$ 5,800.00
3'x10'x6" CONCRETE PAD (PARK BENCH)	SY	7	\$ 58.00	\$ 406.00
SIGNAGE AND PAVEMENT MARKING (PROVIDE AND INSTALL DECORATIVE SIGNAGE)	LS	1	\$ 8,600.00	\$ 8,600.00
SUBTOTAL PART E				\$ 106,660.75
TOTAL (PARTS A-E)				\$ 2,638,718.89
PERFORMANCE BOND CALCULATIONS AT 125% OF CONSTRUCTION COSTS				\$ 3,298,398.61

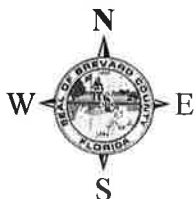
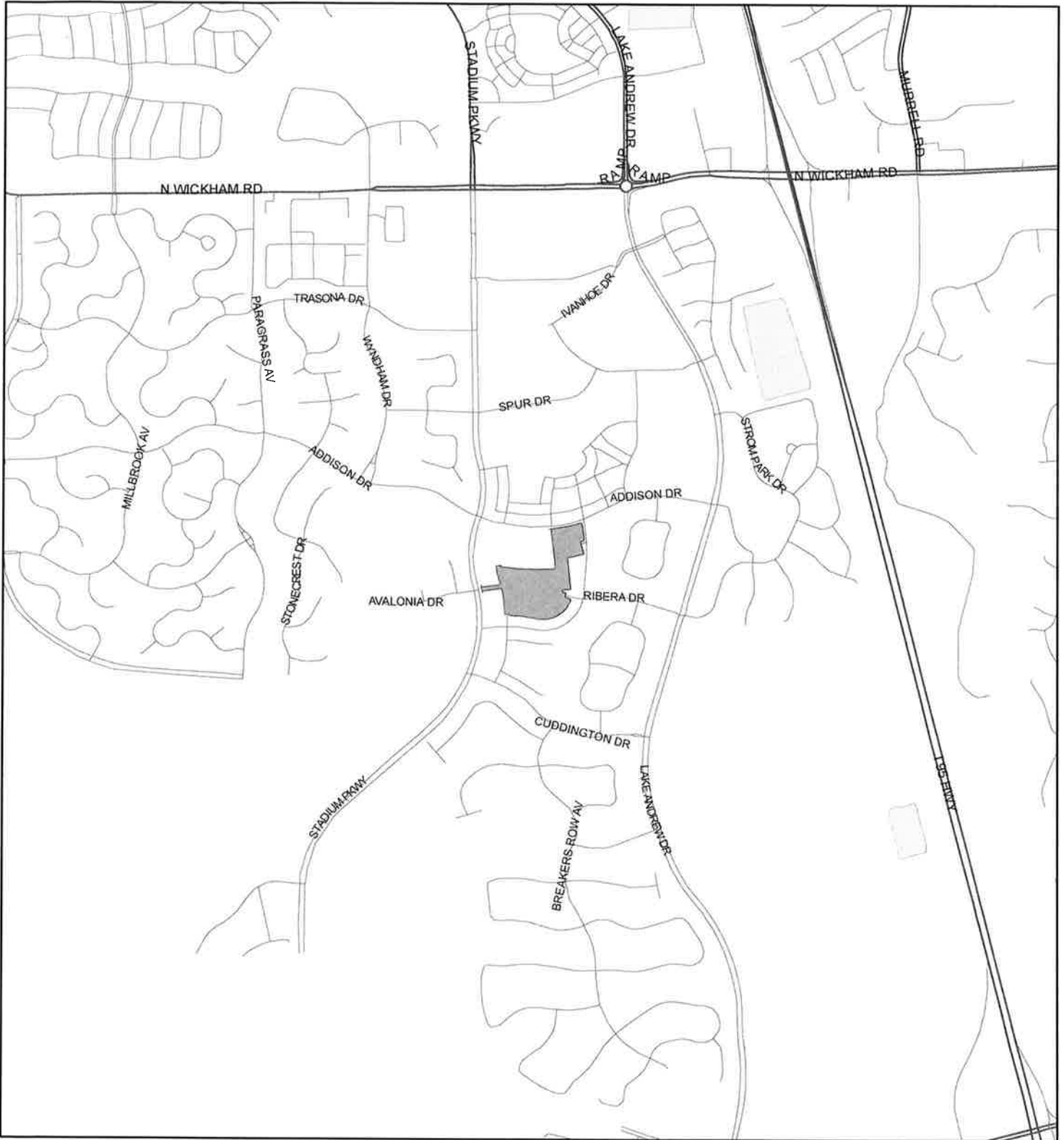


11/10/2021

LOCATION MAP

REELING PARK SOUTH-PHASE 4

22FM00004



1:24,000 or 1 inch = 2,000 feet

 Subject Property

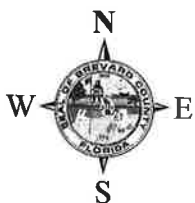
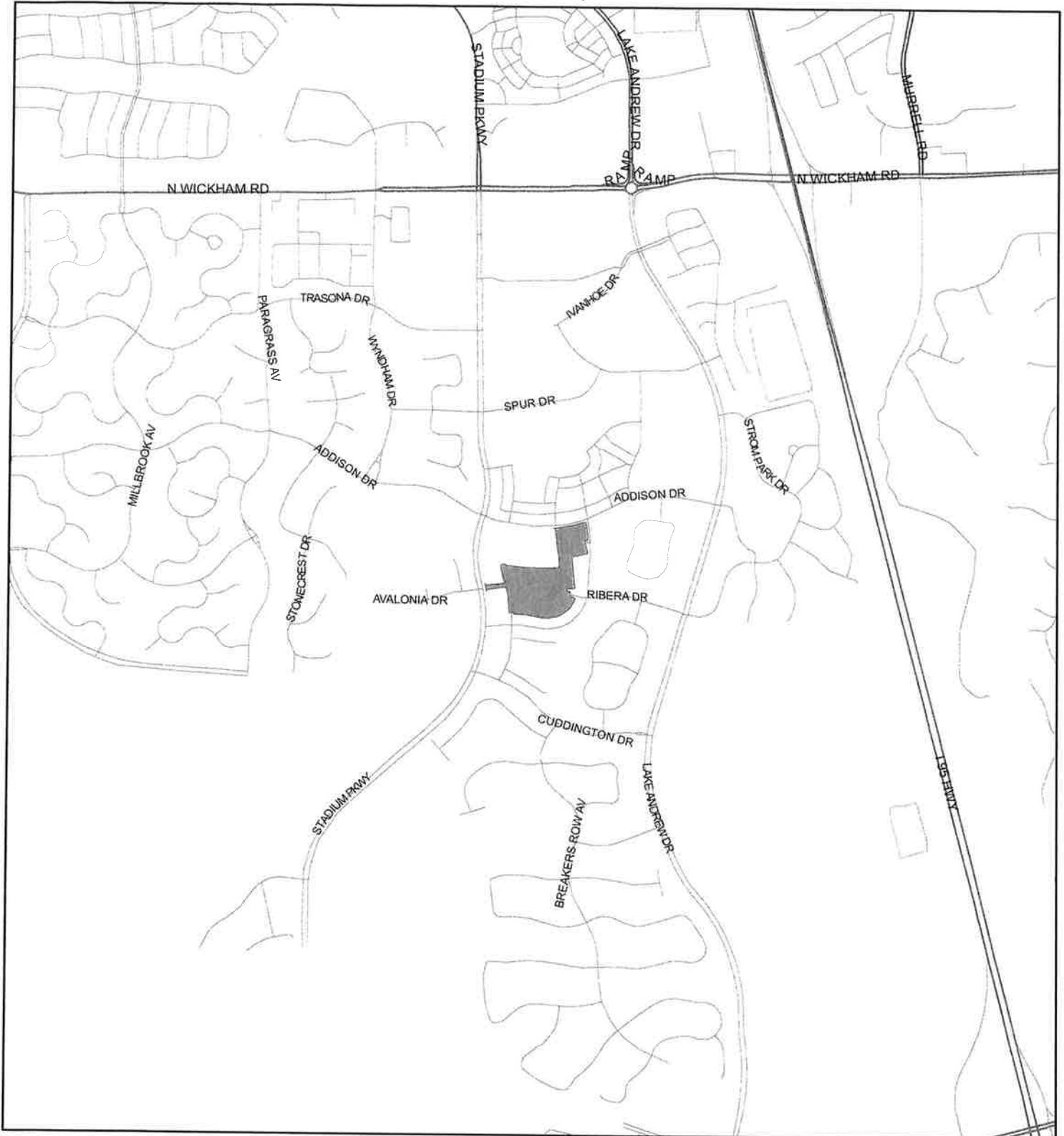
This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 4/5/2022

LOCATION MAP

REELING PARK SOUTH-PHASE 4

22FM00004



1:24,000 or 1 inch = 2,000 feet

 Subject Property

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