



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.1.

2/8/2022

Subject:

Adopt Resolution and Release Performance Bond: Island Chase Subdivision - District 2
Developer: RJJAC Homes, LLC

Fiscal Impact:

None

Dept/Office:

Public Works/Engineering

Requested Action:

In accordance with Section 62-2844(b), it is requested that the Board of County Commissioners adopt the attached Resolution and authorize the Chair to sign the Resolution releasing the Contract and Surety Performance Bond dated December 10, 2019 for the above referenced project.

Summary Explanation and Background:

The Island Chase subdivision is located on the southeast corner of North Tropical Trail and Lucas Road. The proposed subdivision contains three lots on 0.576 acres.

The Island Chase subdivision received final plat and contract approval on December 10, 2019. The developer posted a Cash Performance Bond for guarantee of the completion of the infrastructure improvements according to the approved plans.

Per Section 62-2809(b)(2), "Construction after final plat recordation: ...the applicant shall provide security required in Section 62-2844 for the performance of such construction..." Section 62-2844(a) states: "An applicant shall be required to secure its performance security of the construction required under this article by a surety bond, letter of credit, savings account, certificate of deposit or execution of a tri-party escrow agreement. Such security shall not be required if a certificate of completion has been issued for all the subdivision improvements prior to final plat recordation." Because the applicant chose to plat the subdivision prior to completion of construction, the applicant entered into Contract with the Board and posted a Surety Performance Bond to guarantee the completion of the infrastructure improvements according to the approved plans.

As of January 13, 2022, the Island Chase subdivision plat infrastructure improvements have been completed.

Reference: 17SDM00002

Contact: Christine Verrett, Special Projects Coordinator III, Extension 58328

Clerk to the Board Instructions:

Please forward the Board action to the Public Works Department and provide 2 originals of the Resolution.



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

February 9, 2022

MEMORANDUM

TO: Marc Bernath, Public Works Director Attn: Christine Verrett

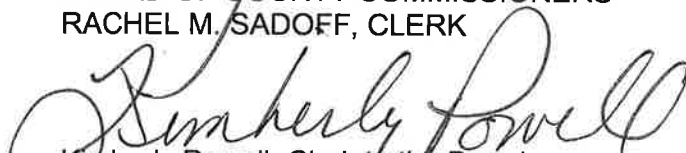
RE: Item F.1., Adopted Resolution and Release Performance Bond for Island Chase Subdivision – Developer: RJJAC Homes, LLC

The Board of County Commissioners, in regular session on February 8, 2022, adopted and executed Resolution No. 22-006, authorizing the Chair to sign the Resolution releasing the Contract and Surety Performance Bond dated December 10, 2019, for Island Chase Subdivision-Developer: RJJAC Homes, LLC. Enclosed is a fully-executed Resolution.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/ns

Encl. (1)

RESOLUTION 22- 006

WHEREAS, the Board of County Commissioners of Brevard County, Florida and RJJAC Homes, LLC entered into a contract to guarantee the construction of improvements on property commonly known as Island Chase Subdivision.

WHEREAS, by execution of the Contract, the Board of County Commissioners of Brevard County, Florida agreed to accept said improvements for public and private use at such time as said improvements were satisfactorily completed; and

WHEREAS, RJJAC Homes, LLC completed all of the infrastructure improvements and has requested that the executed contract approved on December 10, 2019 be released and release of all undisbursed funds referenced in the Contract hereinabove described.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Brevard County, Florida that:

1. The Board of County Commissioners of Brevard County, Florida hereby acknowledges that there is satisfactory completion of all improvements to that certain real property commonly known as Island Chase Subdivision.
2. The Board of County Commissioners of Brevard County, Florida hereby releases the contract and performance bond executed on December 10, 2019.
3. This Resolution shall take effect immediately upon adoption.

DONE, ORDERED, AND ADOPTED in Regular Session the 8th day of February, 2022.

ATTEST:


Rachel Sadoff, Clerk of the Court

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: 

Kristine Zonka, Chair

As approved by the Board on February 8, 2022

Subdivision No. 17SDM00002

Project Name Island Chase Subdivision

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 10 day of December 2019, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and RJJAC Homes, LLC, 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:

Grading, rubble-wrap and bedding, erosion and sediment control and, sod.

and all other improvements depicted in subdivision number 17SDM00002. 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 nondefective 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.

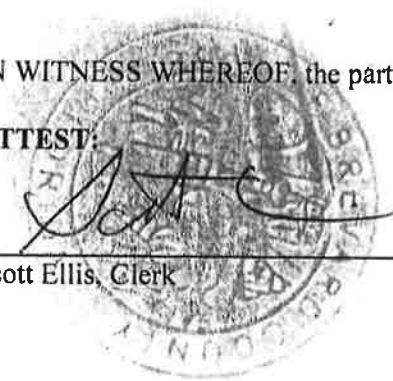
To the extent assignable, Principal assigns to County all of Principal's warranty rights under its construction contract with the contractor constructing the improvements (including all warranties provided by law of in equity with respect to such construction contract), which warranties may be asserted 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 10 day of December, 2021.

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 \$3,812.50. 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:

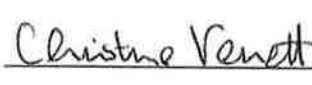

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA


Bryan Lober, Chair

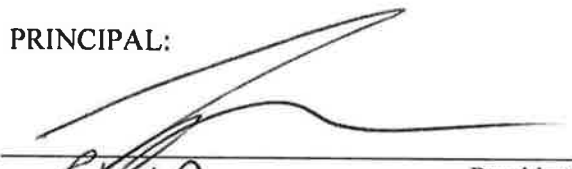
As approved by the Board on: Dec. 10, 20 19.

WITNESSES:


Christine Venett



PRINCIPAL:


Robert Donovan, as President Manager

November 19, 2019

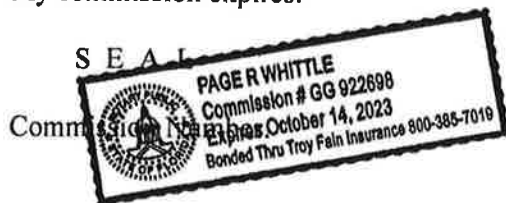
DATE

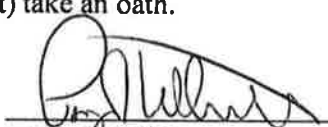
State of: FLORIDA

County of: BREVARD

The foregoing instrument was acknowledged before me this 19 day of November 20 19, by ROBERT MIKAEL-DONOVAN who is personally known to me or who has produced FL. Driver's License as identification and who did (did not) take an oath.

My commission expires:




Notary Public

PAGER WHITTLE
Notary Name printed, typed or stamped

**CASH
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That RJAC Homes LLC, hereinafter referred to as "Owner" is held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County" in the sum of \$ 3812.50 cash, for the payment of which he binds himself, his heirs, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Owner has agreed to construct the improvements listed below in Island Chase subdivision.
Improvements to be constructed, are as follows: Grading, Rubble-Wrap & Boulding
Erosion & Sediment Control, Sod.

NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully construct the Improvements listed above by DECEMBER 10, 2021, 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 by the County, the Owner hereby authorizes the County or its representative to enter upon the land and the County shall have the right to complete the improvements described above and the Owner shall pay all costs of completing the improvements 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. The County shall have the additional right to contract for the completion of the improvement upon which the Owner has defaulted and upon the County's acceptance of the lowest responsible bid for completion of said contract, the Owner 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 therefore, interest shall accrue at the rate of six percent (6%) per annum beginning with the commencement of such legal proceedings. The County may use the Cash Performance Bond to pay the cost of construction or completion of the improvements listed. Owner shall remain liable for any costs in excess of this payment bond.

In the event that the County commences suit for the collection of any sums due hereunder, the Owner agrees to pay all costs incurred by the County, including attorney's fees.

EXECUTED this 19 day of November 2019.

WITNESS:

Cassie Hinton
Cassie Hinton

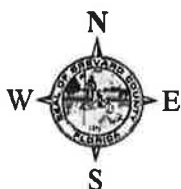
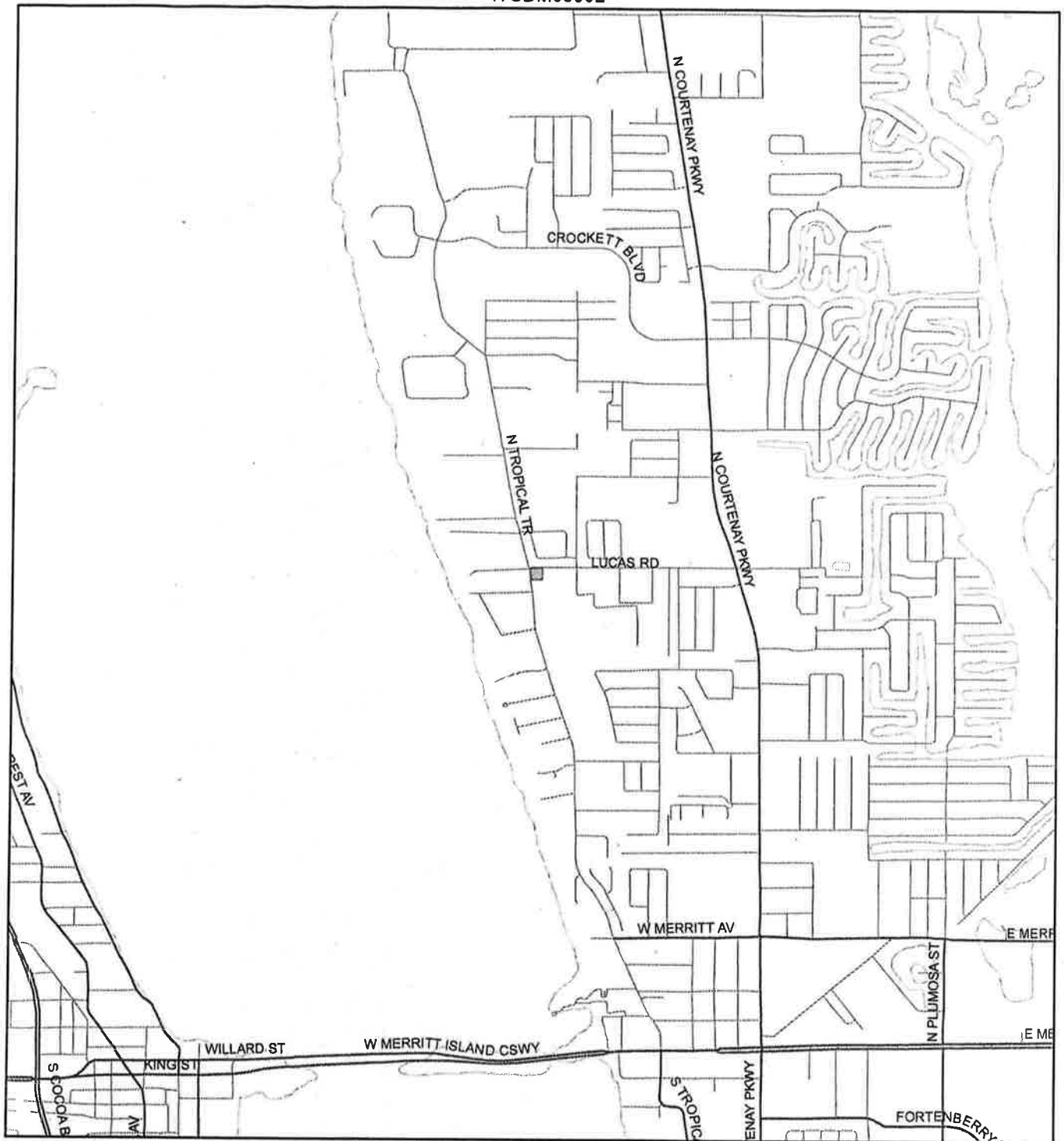
OWNER:

BY: [Signature]
TITLE: Manager

Pre-approved Form reviewed for
Legal form and content: 12/18/07

LOCATION MAP

ISLAND CHASE
17SDM00002



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: 11/7/2019