### DEVELOPERS CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that <u>Border and Jacaranda Holdings</u>, <u>LLC</u>, herein called "Developer", is held and firmly bound unto the City of Venice, a municipal corporation, herein called "City", in the full and just sum of One Thousand Fifty Dollars and Ninety Three Cents (\$1,050.93), lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Developer binds itself, its heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Developer, to secure this obligation, has deposited with the City, the sum of \$1,050.93, which sum shall be held in a special account at a local bank or savings and loan association until this obligation is satisfied.

WHEREAS, the Developer has developed a Subdivision in Venice, Florida, known and identified as Cielo, Subphase 2, and in connection therewith has installed, with the approval of the City Engineer, certain improvements identified on EXHIBIT A attached hereto.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS, that if the Developer shall promptly maintain, repair or replace said improvements as required by the City should said improvements, for whatever causes, require repair or replacement for a period of one year from the date of formal acceptance of said improvements by the City, and further that if the Developer shall pay any and all costs or expenses incidental to the performance of all work required to be performed hereunder, then this obligation shall be void and the cash deposit returned to the Developer, otherwise it shall remain in full force and effect.

In the event the Developer fails to satisfactorily perform any repair or maintenance work required herein within fifteen (15) days of a written request from the City, then the Developer shall be in default and the City shall have, in addition to all other rights, the immediate right to make or cause to be made, any such repairs and pay all costs, both direct and incidental, from the proceeds of this bond.

The City shall be entitled to its reasonable attorney's fees and costs in any action at law or equity, including appellate court actions, to enforce the City's rights under this bond.

IN WITNESS WHEREOF, the Developer has caused these presents to be duly executed on the 15

, 2020.

DEVELOPER: Border and Jacaranda Holdings, LLC

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Priscilla G. Heim



# **Engineer's Certified Cost of Construction** Cielo-Sub-Phase 2

## **City of Venice Maintenance Bond**

## **Site Development Cost Breakdown Summary**

**Potable** 

Water \$7,006.19

**Total Cost** 

\$7,006.19 **Opinion** 

Total x 15% \$1,050.93

# **Certificate of Cost Opinion**

I, Travis Fledderman, hereby submit that my opinion of cost for the improvements itemized herein is Seven Thousand Six Dollars and Nineteen Cents (\$7,006.19).

Furthermore, as required by City of Venice, 15% of this amount, specifically, One Thousand Fifxty Dollars and Ninety Three Cents (\$1,050.93), is the required amount of the maintenance bond.

Signed and sealed on this 6th day of April, 2020 been electronically signed and sealed by Travis J. Fledderman, PE, on 4/6/2020 using a digital signature. Printed copies of this document are not considered signed and sealed and the signature must be signature must be Signed: signature must be Travis Fledderman

Florida Registered Engineer No. 82341



## Engineer's Certified Cost of Construction Border and Jacaranda Holdings, LLC Cielo- Sub- Phase 2

### Water-Sub-Phase 2

Item	Category	Unit	Quantity (est.)	Unit Price	Total
1)	2" PVC Water Main	LF	87	\$3.12	\$271.44
2)	8" PVC Water Main	LF	1,143	\$3.12	\$3,566.16
3)	8" Gate Valve (Per City of Venice Detail)	EA	1	\$277.11	\$277.11
4)	Single Water Service	EA	4	\$124.12	\$496.48
5)	Double Water Service	EA	6	\$207.85	\$1,247.10
6)	Potable Water Testing Per COV Standards	LF	1,230	\$0.45	\$553.50
7)	Fire Hydrant Assemly	EA	1	\$594.40	\$594.40
8)	Potable Water Main Fittings - NA - Pricing Included with Pipe Above	NA		\$0.00	\$0.00

Cielo- Sub- Phase 2 Grand Total:

\$7,006.19

EJ(	CDC≣		Contractor's A	pplication for	Payment No.	5344	-1			
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE		Application 9/1/2019-9/27/2019 Period:		Application Date:	10/7/2019					
To (Owner):	Border Jaca	randa Holdings, LLC	From (Contractor):  DV Rents, L	LC	Via (Engineer): Stantec					
Project:	Cielo		Contract: 5344							
Owner's Contract No.: Contractor's Project No.:										
		Application For Paym Change Order Summ								
Approved	Change Orders			1. ORIGINAL CONTR	ACT PRICE	9	\$635,863.28			
N	Number	Additions	Deductions	2. Net change by Chang	ge Orders	9	S			
				3. Current Contract Pr	rice (Line 1 ± 2)		\$635,863.28			
				4. TOTAL COMPLET	ED AND STORED TO I	DATE				
				(Column F total on P	rogress Estimates)		\$291,690.30			
				5. RETAINAGE:						
				a.	X \$291,690.30	Work Completed	\$29,169.03			
				b.		Stored Material S				
				c. Total	Retainage (Line 5.a + Lin	ne 5.b)	\$29,169.03			
				6. AMOUNT ELIGIBL	E TO DATE (Line 4 - Li	ine 5.c)	\$262,521.27			
	TOTALS			7. LESS PREVIOUS PA	AYMENTS (Line 6 from	prior Application) 5	S			
NE	T CHANGE BY			8. AMOUNT DUE THI	IS APPLICATION		\$262,521.27			
CHA	ANGE ORDERS			9. BALANCE TO FINIS	SH, PLUS RETAINAGE					
				(Column G total on P	rogress Estimates + Line	5.c above)	\$373,342.01			
Contracto	r's Certification			1						
		ertifies, to the best of its knowled	ge, the following:	Payment of: \$						
have been the Work (2) Title to	applied on account covered by prior Ap all Work, material	to discharge Contractor's legitime oplications for Payment; s and equipment incorporated in s	count of Work done under the Contract ate obligations incurred in connection with said Work, or otherwise listed in or	'	(Line 8 or other	- attach explanation of the o	other amount)			
Liens, second indemnify	urity interests, and ing Owner against	encumbrances (except such as are any such Liens, security interest,			(Engi	ineer)	(Date)			
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.				Payment of: \$						
					other amount)					
	_	1		is approved by:						
Contracto	r Signature		-		(Ow	mer)	(Date)			
By:	1/n	11)/1 //1 // ////	Date: 10/7/2019	Approved by:						
	// /W	V14 1/11/10/1/1	1 🗸	1	Funding or Financing	Entity (if applicable)	(Date)			

#### Progress Estimate - Unit Price Work

for (Contract):	5344								Application Number:	5344-1		
Application Period:	9/1/2019-9/27/2019								Application Date:	10/7/2019		
	A				В		С	D	Е	F		
	Item	Contract Information				<b>+</b>				1		
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quanity installed	Quantity Installed This Period	Value of Work Completed This Period	Work installed previously	Total Completed To Date (D+E)	% (F / B)	Balance to Finish (B - F)
Sanitary		-					-					
960	8" PVC SDR-26 0'-6'	770	LF	\$ 7.69	\$ 5,921.30	176	176	\$ 1,353.44		\$ 1,353.44	22.9%	\$ 4,567.86
960	8" PVC SDR-26 6'-8'	686	LF	\$ 16.26	\$ 11,154.36	337	337	\$ 5,479.62		\$ 5,479.62	49.1%	\$ 5,674.74
960	8" PVC SDR-26 8'-10'	1064	LF	\$ 34.56	\$ 36,771.84	183	183	\$ 6,324.48		\$ 6,324.48	17.2%	\$ 30,447.36
960	8" PVC SDR-26 10'-12'	322	LF	\$ 40.44	\$ 13,021.68	322	322	\$ 13,021.68		\$ 13,021.68	100.0%	S -
960	8" PVC SDR-26 12'-14'	238	LF	\$ 51.02	\$ 12,142.76	238	238	\$ 12,142.76		\$ 12,142.76	100.0%	S -
960	Sanitary Manhole 0'-6'	5	EA	\$ 973.61 \$ 1,634.77	\$ 4,868.05	1	1	\$ 973.61		\$ 973.61	20.0%	\$ 3,894.44
960 960	Sanitary Manhole 6'-8' Sanitary Manhole 8'-10'	3	EA EA	\$ 1,634.77 \$ 1,761.85	\$ 4,904.31 \$ 7,047.40	1	1	\$ 1,634.77		\$ 1,634.77 \$ -	33.3%	\$ 3,269.54 \$ 7,047.40
960	Sanitary Manhole 10'-12'	2	EA	\$ 2.022.46	\$ 4,044.92	2	2	\$ 4,044.92		\$ 4,044.92	100.0%	\$ /,047.40
960	Sanitary Manhole 12'-14'	2	EA	\$ 4,097,66	\$ 4,044.92 \$ 8,195.32	2	2	\$ 8,044.92	<u> </u>	\$ 4,044.92 \$ 8,195.32	100.0%	5
960	Single Sanitary Service	7	EA	\$ 227.64	\$ 1,593.48			\$ -		\$ 6,193.32	100.076	\$ 1,593,48
960	Double Sanitary Service	29	EA	\$ 736.69	S 21.364.01	14	14	\$ 10,313,66		\$ 10.313.66	48.3%	S 11.050.35
960	6" FM Directional	160	LF	\$ 82.22	\$ 13,155,20	160	160	\$ 13,155,20		\$ 13,155,20	100.0%	s
960	FM Tie in at Milano	1	LS	\$ 18,718.33	\$ 18,718.33	1	1	\$ 18,718.33		\$ 18,718.33		S -
960	4" Force Main from LS	1229	LF	\$ 9.73	\$ 11,958.17	1100	1100	\$ 10,703.00		\$ 10,703.00	89.5%	\$ 1,255.17
960	6" Force Main	180	LF	\$ 12.00	\$ 2,160.00			\$ -		\$ -		\$ 2,160.00
960	Lift Station	1	EA	\$ 122,233.99	\$ 122,233.99	1	1	\$ 122,233.99		\$ 122,233.99	100.0%	S -
960	Sewer Main Testing Per Sarasota County	3080	EA	\$ 4.87	\$ 14,999.60			\$ -		\$ -		\$ 14,999.60
Water								\$ -		S -		S -
1010	8" WM	3650	LF	\$ 3.12	\$ 11,388.00	2500	2500	\$ 7,800.00		\$ 7,800.00	68.5%	\$ 3,588.00
1010 1010	12" WM 8" GV	460 8	LF EA	\$ 5.59 \$ 277.11	\$ 2,571.40 \$ 2,216.88	460	460	\$ 2,571.40 \$ 1,662.66		\$ 2,571.40 \$ 1,662.66	100.0%	\$ 554.22
1010	12" GV	2	EA	\$ 431.40	\$ 862.80	6	6	\$ 1,062.66		\$ 1,662.66	75.0% 50.0%	\$ 334.2
1010	FHA	4	EA	\$ 594.40	\$ 2,377,60	3	3	\$ 1,783.20		\$ 1,783.20	75.0%	\$ 594.40
1010	Single Water Service	17	EA	\$ 124.12	\$ 2,110.04	,		\$ 1,783.20		\$ 1,783.20	75.070	S 2,110.04
1010	Double Water Service	29	EA	\$ 207.85	\$ 6,027.65			S -		S -		S 6,027.65
1010	Potable Water Testing Per City Of Venice	13903	LF	\$ 0.45	\$ 6,256.35			\$ -		\$ -		\$ 6,256.35
1010	Potable Water Main Fittings- Total LF of the WM	1	LS	\$ 2,714.72				\$ -		s -		\$ 2,714.72
1010	2" Automatic Flusher (per City of Venice standards)	1	EA	\$ 1,937.97	\$ 1,937.97			\$ -		\$ -		\$ 1,937.97
1010	Jumper	1	EA	\$ 4,449.40	\$ 4,449.40			\$ -		\$ -		\$ 4,449.40
1010	Connect To Main	1	LS	\$ 2,730.33	\$ 2,730.33			\$ -		\$ -		\$ 2,730.33
Drainage								\$ -		\$ -		S -
910	8" Yard Drain	86 3600	LF	\$ 8.26 \$ 8.12	\$ 710.36	400	400	\$ -		\$ -		\$ 710.36
910 910	12" Yard Drain 18" RCP	272	LF LF	\$ 8.12	\$ 29,232.00 \$ 2,589.44	204	204	\$ 3,248.00 \$ 1,942.08		\$ 3,248.00	11.1%	\$ 25,984.00
910	24" RCP	1016	I.F.	\$ 13.72	\$ 13.939.52	174	174	\$ 1,942.08 \$ 2,387.28		\$ 1,942.08 \$ 2,387.28	75.0%	\$ 647.36 \$ 11.552.24
910	30" RCP	296	LF	\$ 16.02	\$ 4,741.92	1/4	1/4	\$ 2,387.28		\$ 2,387.28	17.1%	\$ 11,552.24 \$ 4,741.92
910	36" RCP	640	LF	S 20.01	\$ 12.806.40			\$ -		\$ -		\$ 12,806.40
910	42" RCP	168	LF	\$ 27.05	\$ 4,544.40			s -		s -		S 4,544.40
910	48" RCP	1184	LF	\$ 27.61	\$ 32,690.24	İ		s -		s -		\$ 32,690.24
910	54" RCP	56	LF	\$ 32.46	\$ 1,817.76			\$ -		\$ -		\$ 1,817.76
910	60" RCP	1440	LF	\$ 41.94				S -		S -		\$ 60,393.60
910	38X60" RCP	24	LF	\$ 49.10	\$ 1,178.40	24	24	\$ 1,178.40		\$ 1,178.40	100.0%	S -
910	12" RCP Endwall (includes rip rap)	1	EA	\$ 148.35	\$ 148.35			\$ -		\$ -		\$ 148.3
910	18" RCP Endwall (includes rip rap)	4	EA	\$ 284.23	\$ 1,136.92	2	2	\$ 568.46		\$ 568.46	50.0%	\$ 568.4
910	24" RCP Endwall (includes rip rap)	3	EA	\$ 278.90				\$ -		\$ -		\$ 836.7
910 910	60" RCP Endwall (includes rip rap)  Valley Gutter Inlet	9	EA EA	\$ 441.41 \$ 999.30	\$ 882.82 \$ 8,993.70	4	4	\$ 3,997.20		\$ - \$ 3,997.20	44.4%	\$ 882.8 \$ 4,996.5
910	ADS Yard Drain	65	EA	\$ 269.25	\$ 17,501.25	6	6	\$ 3,997.20 \$ 1,615.50	-	\$ 3,997.20 \$ 1,615.50	9.2%	\$ 4,996.5 \$ 15,885.7
910	FDOT Type 9	11	EA	\$ 1,104.97	\$ 12,154.67	2	2	\$ 1,615.50		\$ 1,615.50	18.2%	\$ 15,885.7 \$ 9,944.7
910	Storm Manhole	3	EA	\$ 1,391.47	\$ 4,174.41	<del>-</del>	<del>-</del>	\$ 2,209.94		\$ 2,209.94	10.270	\$ 4,174.4
910	Control Structure	8	EA	\$ 1,684.40	\$ 13,475.20		<b>i</b>	s -		s -	l .	\$ 13,475.2
910	Double Gate Control Structure	1	EA	\$ 2,107.04	\$ 2,107.04	İ		s -	1	s -		\$ 2,107.0
910	Triple Gate Control Structure	1	EA	\$ 2,681.66	\$ 2,681.66	İ		s -	1	s -		\$ 2,681.6
910	FDOT Type C/J	8	EA	\$ 1,145.72	\$ 9,165.76			\$ -		\$ -		\$ 9,165.7
910	FDOT Type C	5	EA	\$ 1,212.58	\$ 6,062.90			S -		S -		\$ 6,062.9
910	Storm Sewer Testing (per City of Venice standards)		LF		\$ -			s -		S -		S -
										\$ -		S -
1910	Mobolization				\$ 32,000.00	1	1	\$ 32,000.00		\$ 32,000.00	100.0%	S -
			₩					L	1	L		l
					S 635,863,28	1	ı	\$ 291,690,30	1	S 291,690,30		\$ 344,172.9