

EARLY WORK PERFORMANCE AGREEMENT

THIS EARLY WORK PERFORMANCE AGREEMENT entered into this _____ day of _____, 20_____, between _____ hereinafter referred to as "Developer," and the Board of County Commissioners of Collier County, Florida, hereinafter referred to as the "Board".

WHEREAS, Developer has applied for an early work authorization in accordance with the Collier County Land Development Code including but not limited to Section 10.01.02.B (collectively, the "Early Work Regulations"); and

WHEREAS, the Early Work Regulations require Developer to post appropriate performance guarantees to ensure compliance with the Early Work Regulations and Early Work Authorization Permit No. _____ (the "Early Work Permit").

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 agrees to comply with the Early Work Regulations and the Early Work Permit (the "Early Work").
2. Developer herewith tenders its early work performance security (attached hereto as Exhibit "A" and by reference made a part hereof) in the amount of \$_____.
3. In the event of default by Developer or failure of Developer to complete the Early Work within the time required by the Early Work Regulations and Early Work Permit, Collier County, may call upon the early work performance security to insure satisfactory completion of the Early Work.
4. The Early Work shall not be considered complete until Developer notifies the County that the Early Work is complete and the final Early Work is reviewed and approved by the County Manager or designee for compliance with the Early Work Regulations.
5. The County Manager or designee shall, within sixty (60) days of receipt of notification by Developer in writing that the Early Work is complete, either: a) notify Developer in writing of his approval of the Early Work; or b) notify Developer in writing of his refusal to approve the Early Work, therewith specifying those conditions which Developer must fulfill in order to obtain the County Manager's approval of the Early Work.
6. In the event Developer shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure, the County Manager or designee may call upon the early performance security to secure satisfactory completion, repair and maintenance of the Early Work. The Board shall have the right to construct and maintain, or cause to be constructed or maintained, pursuant to public advertisement and receipt and acceptance of bids, the Early Work. The Developer, as principal under the early 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 Developer to fulfill all of the provisions of this Agreement.

- 7. All of the terms, covenants and conditions herein contained are and shall be binding upon Developer and the respective successors and assigns of Developer.

IN WITNESS WHEREOF, the Board and Developer have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 20_____.

SIGNED IN THE PRESENCE OF:
Sign:

(Name of Entity)

Printed Name

By: _____

Sign:

Printed Name/Title
(President, VP, or CEO)
Provide Proper Evidence of Authority)

Printed Name

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____

_____, _____,
Jaime Cook, Director
Development Review Division
as designee of the County Manager
pursuant to Resolution No. 2015-162

Approved as to form and legality:

Courtney L. DaSilva
Assistant County Attorney