

**CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS
AND INFRASTRUCTURE FOR KANNER LAKE**

THIS CONTRACT, made and entered in this _____ day of _____, 2021, by and between KANNER 5601, LLC, a Florida limited liability company, hereinafter referred to as the "Developer", and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County";

W I T N E S S E T H:

WHEREAS, the Developer has made application to County for approval and recordation of the plat of Kanner Lake; and

WHEREAS, completion of certain improvements and infrastructure is required prior to plat recordation; and

WHEREAS, Section 4.913.B, Land Development Regulations, Martin County Code, provides that in lieu of completion of the required improvements and infrastructure prior to plat recordation, security may be posted to insure completion.

NOW, THEREFORE, the Developer and County agree as follows:

1. By _____, Developer shall complete the required improvements and infrastructure for the above referenced project pursuant to the revised final site plan approved on _____, and construction plans accepted by the County Engineer or his designee, hereinafter referred to as the County Engineer. The itemized list of required improvements and infrastructure is more particularly set forth in Exhibit A, attached hereto and made a part hereof.

2. The Developer shall supply the County with security, in a form acceptable to the Board of County Commissioners, in the amount of \$2,389,473.00. Said security is attached as Exhibit B, which represents one hundred percent (100%) of the estimated cost of the completion of the required improvements and infrastructure as submitted by a professional engineer licensed in the State of Florida and accepted by the County Engineer and as shown on Exhibit A. The expiration date for any security provided shall be no sooner than fifteen (15) months after the completion date for the required improvements as set forth in Paragraph 1 above, which is comprised of the warranty period plus three months.

3. The required improvements and infrastructure shall be constructed in full compliance with the specifications and requirements of the County under the supervision of Developer's Engineer. When complete, Developer's Engineer shall furnish an Engineer's Certification of Construction Completion to the County Engineer for acceptance.

4. Release of Security

a. Upon receipt of the Engineer's Certification of Construction Completion and a request to release up to ninety percent (90%) of the posted security, the County Engineer will perform a site acceptance inspection of the constructed improvements and infrastructure with the Developer's Engineer. Should it be determined that all improvements and infrastructure are complete and acceptable to the County Engineer, up to ninety percent (90%) of the posted security shall be released accordingly. At the request of the Developer's Engineer in the form of a reduction schedule, partial releases may be authorized by the County Engineer up to ninety percent (90%) of the posted security as work is completed and accepted. The remaining ten percent (10%) shall be held as warranty security.

b. In the event Developer's Engineer and the County Engineer agree that certain "punchlist" items remain outstanding, one hundred percent (100%) of the value of said "punchlist" items shall be added to the ten percent (10%) and included as warranty security.

c. The warranty security shall be held for the additional fifteen (15) months from the date of the site acceptance by the County Engineer, at which time the Developer's Engineer shall request its release and the County Engineer will perform a final inspection. If all improvements and infrastructure, including "punchlist" items, are free of defects due to faulty field engineering, construction, workmanship, or materials, the warranty security shall be released by the County Engineer.

5. In the event said required improvements and infrastructure are not completed by the date set forth in Paragraph 1, or Developer fails to maintain the required security as set forth in Paragraph 2, or the County is advised that the term of the required security will not be extended, County shall have, and is hereby granted, the right to cause the required improvements and infrastructure to be made and to use the security provided herewith for payment of all costs and expenses incurred in the construction thereof, including but not limited to, engineering, legal, and contingent costs. Furthermore, it is agreed by the parties hereto that County shall be reimbursed from the security provided for any damages, either direct or consequential, which the County may sustain as a result of the failure of Developer to carry out and execute all of the provisions of this Contract. County shall have the option to construct and install the required improvements with County employees and equipment, or pursuant to public advertisement and receipt of bids, in the event of Developer's failure or refusal to do so in accordance with the terms of this Contract. In the event the total costs incurred in construction and full completion of the improvements exceeds the amount of security provided, such additional costs shall be paid by Developer on written demand by the County Engineer.

6. Developer designates the following person as its representative to be contacted and to receive all notices regarding this Contract:

Kanner 5601, LLC
Attn: Ivan Chosnek
784 US Highway 1, Suite 24
North Palm Beach, FL 33408
Ph: 561-799-3858

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below. The date of this Contract shall be the date on which this Contract was approved by the Board of County Commissioners.

DEVELOPER

WITNESSES:

KANNER 5601, LLC,
A FLORIDA LIMITED LIABILITY
COMPANY

Name: _____

BY: LELY DEVELOPMENT CORPORATION,
A FLORIDA CORPORATION
ITS MANAGING MEMBER

Name: _____

BY: _____
Joseph D. Boff, Manager

STATE OF _____
COUNTY OF _____

The foregoing Contract for Construction of Required Improvement and Infrastructure is acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by Joseph D. Boff, Manager of Lely Development Corporation, a Florida corporation, Managing Member of KANNER 5601, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

(NOTARIAL STAMP)

Name _____
My Commission Expires: _____

COUNTY

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

ATTEST:

Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

By: _____
Stacey Hetherington, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Krista Storey
Senior Assistant County Attorney

This instrument prepared by:
Lucido & Associates
701 SE Ocean Boulevard
Stuart, FL 34994



MARTIN COUNTY ENGINEERING DEPARTMENT
ENGINEER'S OPINION OF PROBABLE COST

PROJECT NAME: Kanner 5601

PHASE/PARCEL/PLAT: _____

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
EARTHWORK/SITEWORK				
a) Mobilization	1	LS	\$115,000.00	115,000.00
b) Clearing, grading and grubbing	5.0	AC	\$3,000.00	15,000.00
c) Excavation (cut)	0	CY	\$7.00	0.00
d) Embankment (fill)	33,000	CY	\$12.50	412,500.00
e) Sod and seed/mulch	8,600	SY	\$2.00	17,200.00
f) Concrete disposal	0.0	TN	\$60.00	0.00
g) Erosion control	1	LS	\$30,000.00	30,000.00
h) Fencing/railing	1	LS	\$90,000.00	90,000.00
i) Materials testing	1	LS	\$25,000.00	25,000.00
			Subtotal	704,700.00
ROADWORK				
a) Asphalt milling, 1" avg.	0	SY	\$1.50	0.00
b) Stabilized subgrade, roll in place	0	SY	\$3.00	0.00
c) Stabilized subgrade, Type B, 12" thick	9,300	SY	\$7.50	69,750.00
d) Paving base, optional base group 6	9,300	SY	\$12.50	116,250.00
e) Paving base, optional base group 9	0	SY	\$15.50	0.00
f) Paving base, other	0	SY	\$0.00	0.00
g) Asphaltic concrete, SP-9.5, 1-1/2" thick	9,300	SY	\$15.00	139,500.00
h) Asphaltic concrete, SP-9.5, 2 1/2" thick	0	SY	\$25.00	0.00
i) Asphaltic concrete, SP-9.5, 3" thick	0	SY	\$30.00	0.00
j) Asphalt overlay, SP-9.5 (<= 150 tons)	0.0	TN	\$150.00	0.00
k) Asphalt overlay, SP-9.5 (> 150 tons)	0.0	TN	\$120.00	0.00
l) Pervious asphalt or concrete	0	SY	\$60.00	0.00
m) Concrete curb & gutters	8,230	LF	\$14.25	117,277.50
q) Sidewalk, 6' wide	3,825	LF	\$25.00	95,625.00
r) Maintenance of traffic (M.O.T.)	1	LS	\$25,000.00	25,000.00
			Subtotal	563,402.50
DRAINAGE				
a) Inlets / Manholes (<10' depth)	25	EA	\$3,000.00	75,000.00
b) Inlets / Manholes (10' or > depth)	0	EA	\$4,000.00	0.00
c) Control structures	6	EA	\$6,000.00	36,000.00
d) Endwalls	3	CY	\$700.00	2,100.00
e) Rip-rap	150	CY	\$80.00	12,000.00
f) Storm culvert, 15" dia. or equiv.	0	LF	\$28.00	0.00
g) Storm culvert, 18" dia. or equiv.	2,150	LF	\$34.00	73,100.00
h) Storm culvert, 24" dia. or equiv.	200	LF	\$48.00	9,600.00
i) Storm culvert, 30" dia. or equiv.	0	LF	\$65.00	0.00



**MARTIN COUNTY ENGINEERING DEPARTMENT
ENGINEER'S OPINION OF PROBABLE COST**

j) Storm culvert, 36" dia. or equiv.	0	LF	\$88.00	0.00
k) Storm culvert, 48" dia. Or equiv.	0	LF	\$125.00	0.00
l) Exfiltration trench	0	LF	\$100.00	0.00
			Subtotal	207,800.00

UTILITIES

a) Water main, 4"	0	LF	\$13.00	0.00
b) Water main, 6"	240	LF	\$17.50	4,200.00
c) Water main, 8"	5,125	LF	\$23.50	120,437.50
d) Water main, 10"	0	LF	\$31.25	0.00
e) Water main, 12"	0	LF	\$40.00	0.00
f) Water service, single	13	EA	\$790.00	10,270.00
g) Water service, double	29	EA	\$930.00	26,970.00
h) Fire hydrant assembly	10	EA	\$3,600.00	36,000.00
i) Sewer main, 8" gravity (<=8' depth)	1,205	LF	\$28.00	33,740.00
j) Sewer main, 8" gravity (<8'-12' depth)	1,891	LF	\$43.00	81,313.00
k) Sewer main, 8" gravity (<12'-16' depth)	50	LF	\$88.00	4,400.00
l) Sewer main, 8" gravity (<16'-20' depth)	0	LF	\$104.00	0.00
m) Sewer main, force, (4")	640	LF	\$13.50	8,640.00
n) Sewer manhole (<=8' depth)	8	EA	\$2,900.00	23,200.00
o) Sewer manhole (<8'-12' depth)	6	EA	\$3,850.00	23,100.00
p) Sewer manhole (<12'-16' depth)	2	EA	\$5,500.00	11,000.00
q) Sewer manhole (<16'-20' depth)	0	EA	\$8,800.00	0.00
r) Sewer lateral, single	16	EA	\$900.00	14,400.00
s) Sewer lateral, double	24	EA	\$1,100.00	26,400.00
t) Lift Station	1	EA	\$290,000.00	290,000.00
u) Directional drill (<= 6" dia.)	0	LF	\$50.00	0.00
v) Directional drill (8"-10" dia.)	250	LF	\$88.00	22,000.00
w) Directional drill (12" or > dia.)	0	LF	\$140.00	0.00
			Subtotal	\$736,070.50

TRAFFIC

a) Signage	1	LS	\$2,500.00	2,500.00
b) Striping	1	LS	\$5,000.00	5,000.00
c) Control devices (signals)	0	EA	\$0.00	0.00
			Subtotal	\$7,500.00

SURVEY

a) Setting P.C.P.'s	1	LS	\$10,000.00	10,000.00
b) Setting and replacing all P.R.M.'s	1	LS	\$10,000.00	10,000.00
c) Setting all lot corners	1	LS	\$15,000.00	15,000.00
			Subtotal	\$35,000.00



MARTIN COUNTY ENGINEERING DEPARTMENT
ENGINEER'S OPINION OF PROBABLE COST

MISCELLANEOUS

a)	<u>Kanner Highway Turn Lanes</u>	<u>1</u>	<u>LS</u>	<u>\$110,000.00</u>	<u>110,000.00</u>
b)	<u>Dewatering Allowance</u>	<u>1</u>	<u>LS</u>	<u>\$25,000.00</u>	<u>25,000.00</u>
c)	<u></u>	<u>0</u>	<u></u>	<u>\$0.00</u>	<u>0.00</u>
				Subtotal	\$135,000.00

TOTAL ESTIMATED COST OF IMPROVEMENTS **\$2,389,473.00**

****Disclaimer****

- 1) Unit prices pre-entered on this spreadsheet reflect Martin County annual requirements contractors' unit prices and should not be modified without the approval of the County Engineer or his designee.

Prepared by:

Joseph W. Capra, P.E.

Professional Engineer's Name

Professional Engineer's Signature / Seal

37638

P.E. No.

November 28, 2018

Date

CAPTEC Engineering, Inc. / EB-0007657

Firm's Name and Licensed Business No. (if applicable)

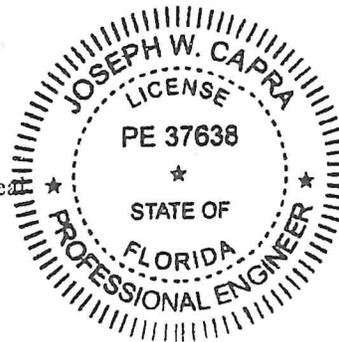
301 NW Flagler Avenue, Stuart, Florida 34994

Firm's Address

(772) 692-4344

Phone No.

12/4/18
County Engineer's (or designee) Acceptance



PERFORMANCE SURETY BOND

Bond No. _____

KNOWN ALL MEN BY THESE PRESENTS:

That KANNER 5601, LLC, as Principal, and _____, as Surety, are held and firmly bound unto Martin County Board of County Commissioners, Stuart, Florida, as Obligee, in the sum of \$2,389,473.00, for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

This bond is delivered to Obligee pursuant to Section 4.913.B. of the Martin County Land Development Code and the terms of the Contract for Construction of Required Improvements and Infrastructure for Kanner Lake between the Obligee and the Principal dated _____. As a condition precedent to the Obligee's agreement(s), approval(s), and/or acceptance(s) the Principal is required to deliver a good and sufficient bond to warrant and ensure the performance of the work specified in the Contract for Construction of Required Improvements and Infrastructure for Kanner Lake, and to indemnify and save harmless the Obligee from any and all damages and costs caused by the failure to complete the work and/or project in the manner and within the time period described.

The condition of this obligation is such that if the Principal fully performs its obligations to complete the work described in the Contract for Construction of Required Improvements and Infrastructure for Kanner Lake, as evidenced by written approval of the Obligee in the form required by Section 4.913.B., then this bond shall be void. Otherwise, this bond remains in full force and effect.

The Surety unconditionally agrees that, upon 30 days written notice by the Obligee (or its authorized agent or officer) stating that the Principal has defaulted on its obligations to perform and complete the work described in the Contract for Construction of Required Improvements and Infrastructure for Kanner Lake, the Surety will fully perform and complete the work, pay the costs of doing so, and indemnify, defend and hold harmless the Obligee for any and all damages and costs (including attorneys' fees) incurred as a result of the Principal's default, up to the dollar amount of this bond stated above. If the Surety fails to perform its obligations under this bond, the Obligee shall have the right to resort to any and all legal and equitable remedies against the Principal and the Surety, or either one of them, including, but not limited to, specific performance.

The Surety and the Principal jointly and severally agree that, as an alternative to requiring the Surety to perform and complete the work described in the Contract for Construction of Required Improvements and Infrastructure for Kanner Lake, upon the Principal's default, the Obligee, at its option, shall have the right to perform and complete the work (either itself or through its agents or contractors). In the event the Obligee elects to exercise this right, the Surety

and Principal shall be jointly and severally liable to reimburse the Obligee for all costs of performing and completing such work and indemnify, defend and hold harmless the Obligee for any and all damages and costs (including attorneys' fees) incurred as a result of the Principal's default, up to the dollar amount of this bond stated above.

IN WITNESS WHEREOF, the Principal and Surety have caused this performance bond to be executed by their authorized agents this _____ day of _____, 20____.

SURETY

[INSERT NAME OF SURETY]

By: _____

Name: _____

Title: _____

Power of Attorney Must be Attached

PRINCIPAL

KANNER 5601, LLC

By: Lely Development Corporation,
Managing Member

By: _____

Name: Joseph D. Boff

Title: Manager