

**CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS
AND INFRASTRUCTURE FOR SOUTH FLORIDA GATEWAY PUD – LOT
IND-3 REVISED INFRASTRUCTURE FINAL SITE PLAN**

THIS CONTRACT, made and entered in this 11th day of March, 2025, by and between SOUTH FLORIDA GATEWAY INDUSTRIAL LLC, a Delaware 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 South Florida Gateway PUD, Lot IND-3 Revised Infrastructure Final Site Plan; 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 March 11, 2027, Developer shall complete the required improvements and infrastructure for the above referenced project pursuant to the final site plan approved on March 11, 2025, 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 \$202,090.00. 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 that 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:

James P. Harvey
South Florida Gateway Industrial LLC
105 NE 1st Street
Delray Beach, FL 33444
561-682-9500

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

SOUTH FLORIDA GATEWAY INDUSTRIAL LLC, a Delaware limited liability company

WITNESSES:

By: The Kolter Group LLC, a Florida limited liability company, Its Manager

Print Name: _____

By: _____
James P. Harvey, Authorized Agent

Print Name: _____

105 NE 1st Street
Delray Beach, FL 33444

STATE OF FLORIDA
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 _____, 2025, by James P. Harvey, Authorized Agent of The Kolter Group LLC, a Florida limited liability company, Manager of SOUTH FLORIDA GATEWAY INDUSTRIAL LLC, a Delaware 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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

By: _____
Sarah Heard, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Elysse A. Elder
Deputy County Attorney

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



**MARTIN COUNTY PUBLIC WORKS DEPARTMENT
ENGINEER'S OPINION OF PROBABLE COST**

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback.

County Project / Permit No: DEV2024090013 (Example: A100-001 or ENG2024010001)

	<u>QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST</u>
SITWORK AND EARTHWORK				
Mobilization	1	LS	<u>\$10,000</u>	\$10,000
Erosion control	1	LS	<u>\$1,000</u>	\$1,000
Clearing and grubbing (≤ 5 acres)	<u>0.1</u>	AC	\$15,000	\$1,500
Clearing and grubbing (> 5 acres)	<u>0.0</u>	AC	\$20,000	\$0
Concrete disposal	<u>0.0</u>	TN	\$90.00	\$0
Utility relocation / adjustment	1	LS	<u>\$0</u>	\$0
Excavation (cut)	<u>0</u>	CY	\$19.50	\$0
Embankment (fill)	<u>0</u>	CY	\$28.00	\$0
Fences / railings	<u>0</u>	LF	\$113.50	\$0
Sod and / or seed and mulch	<u>300</u>	SY	\$3.00	\$900
Materials testing	1	LS	<u>\$4,294</u>	\$4,294
			Subtotal:	\$17,695
ROADWORK				
Maintenance of traffic	1	LS	<u>\$12,883</u>	\$12,883
Asphalt milling (1" avg.)	<u>0.5</u>	DAY	\$17,450	\$8,725
Stabilized subgrade (type B, LBR-40)	<u>356</u>	SY	\$22.00	\$7,832
Paving base (optional base group 6)	<u>356</u>	SY	\$26.50	\$9,434
Paving base (optional base group 9)	<u>0</u>	SY	\$42.50	\$0
Superpave asphaltic concrete (1")	<u>370</u>	SY	\$21.50	\$7,955
Superpave asphaltic concrete (1½")	<u>356</u>	SY	\$32.00	\$11,392
Superpave asphaltic concrete (2")	<u>0</u>	SY	\$43.00	\$0
Asphalt overlay (≤ 50 tons)	<u>0.0</u>	TN	\$595.00	\$0
Asphalt overlay (51 - 150 tons)	<u>0.0</u>	TN	\$315.00	\$0
Asphalt overlay (> 151 tons)	<u>0.0</u>	TN	\$250.00	\$0
Pervious asphalt or concrete (6")	<u>0</u>	SY	\$95.00	\$0
Concrete curb and/or gutter	<u>256</u>	LF	\$34.50	\$8,832
Sidewalk (6')	<u>55</u>	LF	\$41.50	\$2,283
Multimodal path (10')	<u>0</u>	LF	\$70.00	\$0
			Subtotal:	\$69,340

DRAINAGE

Inlets / Manholes (≤ 10')	<u>0</u>	EA	\$6,050	\$0
Inlets / Manholes (> 10')	<u>0</u>	EA	\$13,150	\$0
Control structures	<u>0</u>	EA	\$9,080	\$0
Mitered end sections (≤ 24" or equiv.)	<u>0</u>	EA	\$2,020	\$0
Mitered end sections (> 30" or equiv.)	<u>0</u>	EA	\$4,750	\$0
Endwalls	<u>0</u>	CY	\$980.00	\$0
Rip-rap	<u>0</u>	TN	\$139.00	\$0
Storm culvert (15" or equiv.)	<u>0</u>	LF	\$73.00	\$0
Storm culvert (18" or equiv.)	<u>0</u>	LF	\$89.00	\$0
Storm culvert (24" or equiv.)	<u>0</u>	LF	\$129.00	\$0
Storm culvert (30" or equiv.)	<u>0</u>	LF	\$171.00	\$0
Storm culvert (36" or equiv.)	<u>0</u>	LF	\$244.00	\$0
Storm culvert (48" or equiv.)	<u>0</u>	LF	\$324.00	\$0
Box culvert	<u>0</u>	EA	<u>\$0.00</u>	\$0
Exfiltration trench (15")	<u>0</u>	LF	\$188.00	\$0
Exfiltration trench (18" - 24")	<u>0</u>	LF	\$206.00	\$0
Storage chamber system	<u>1</u>	LS	<u>\$0.00</u>	\$0
			Subtotal:	\$0

UTILITIES

Directional drill (≤ 6")	<u>0</u>	LF	\$55.00	\$0
Directional drill (8" - 10")	<u>0</u>	LF	\$130.00	\$0
Directional drill (> 12")	<u>0</u>	LF	\$300.00	\$0
Water main (4")	<u>0</u>	LF	\$40.00	\$0
Water main (6")	<u>0</u>	LF	\$50.00	\$0
Water main (8")	<u>0</u>	LF	\$65.00	\$0
Water main (10" - 12")	<u>83</u>	LF	\$150.00	\$12,450
Water service (single)	<u>0</u>	EA	\$2,100	\$0
Water service (double)	<u>0</u>	EA	\$2,300	\$0
Fire hydrant assembly	<u>0</u>	EA	\$8,600	\$0
Sewer gravity (≤ 8')	<u>0</u>	LF	\$66.00	\$0
Sewer manhole (≤ 8')	<u>0</u>	EA	\$6,850	\$0
Sewer gravity (< 8' - 12')	<u>0</u>	LF	\$101.00	\$0
Sewer manhole (< 8' - 12')	<u>0</u>	EA	\$9,050	\$0
Sewer gravity (< 12' - 16')	<u>0</u>	LF	\$206.50	\$0
Sewer manhole (< 12' - 16')	<u>0</u>	EA	\$12,950	\$0
Sewer gravity (< 16')	<u>0</u>	LF	\$244.00	\$0
Sewer manhole (< 16')	<u>0</u>	EA	\$20,650	\$0
Sewer lateral (single)	<u>0</u>	EA	\$1,700	\$0
Sewer lateral (double)	<u>0</u>	EA	\$2,400	\$0
Sewer force main (4")	<u>1,130</u>	LF	\$33.00	\$37,290
Lift station	<u>0</u>	EA	<u>\$0</u>	\$0
			Subtotal:	\$49,740

TRAFFIC CONTROL

Signage	<u>1</u>	LS	<u>\$6,000</u>	\$6,000
Pavement markings	<u>1</u>	LS	<u>\$1,000</u>	\$1,000
Flashing beacons	<u>0</u>	EA	\$7,050	\$0
Traffic signal or roundabout	<u>0</u>	EA	<u>\$0</u>	\$0
			Subtotal:	\$7,000

