

**CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS  
AND INFRASTRUCTURE FOR HOBE SOUND BTS RETAIL**

**THIS CONTRACT** made and entered in this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between Hobe Sound BTS Retail, LLC, a Florida Limited Liability Corporation c/o Zaremba Group, LLC., a Delaware Limited Liability Corporation, hereinafter referred to as the "Developer" and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County";

WITNESSETH:

**WHEREAS**, the Developer has made application to the County for approval and recordation of the plat of Hobe Sound BTS Retail; 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 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 Hobe Sound BTS Retail, LLC, a Florida Limited Liability Corporation c/o Zaremba Group, LLC., a Delaware Limited Liability Corporation, Developer shall complete the required improvements and infrastructure for the above reference project pursuant to the 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 as part hereof.

2. The Developer shall supply the County with security, in the form acceptable to the Board of County Commissioners, in the amount of \$ 64,854.50. 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, Engineer shall furnish an Engineer's Certification of Construction Completion to the County Engineer for acceptance.

4. Release of Security.

a. Upon release 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 completed and acceptable by 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 for 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 exceed s 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 to receive all notices regarding this Contract:

Matt Casey  
Zaremba Group, LLC  
14600 Detroit Ave., Suite 1500  
Lakewood, OH 44107

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

WITNESS:

**DEVELOPER**

**Hobe Sound BTS Retail, LLC, a Florida Limited Liability Corporation c/o Zaremba Group, LLC., a Delaware Limited Liability Corporation**

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

Print Title: \_\_\_\_\_

STATE OF  
COUNTY OF

The foregoing Contract for Construction of Required Improvements and Infrastructure is acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ of Zaremba Group, LLC, on behalf of the corporation. He [ ] is personally known to me or has produced [ ] \_\_\_\_\_ as identification.

NOTARY PUBLIC

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

ATTEST:

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Carolyn Timmann, Clerk of the  
Circuit Court and Comptroller

**COUNTY**

BOARD OF COUNTY COMMISSIONERS  
Martin County, Florida

By: \_\_\_\_\_  
Doug Smith, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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Krista Storey  
Senior Assistant County Attorney

**PERFORMANCE SURETY BOND**

**Bond No.** \_\_\_\_\_

KNOWN ALL MEN BY THESE PRESENTS:

That **Hobe Sound BTS Retail, LLC, a Florida Limited Liability Corporation, c/o Zaremba Group, LLC, a Delaware Limited Liability Corporation** as Principal, and **Assured Partners**, as Surety, are held and firmly bound unto Martin County Board of County Commissioners, Stuart, Florida, as Obligee, in the sum of **Sixty Four Thousand, Eight Hundred and Fifty Four Dollars and Fifty Cents (\$64,854.50)**, 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 ("**Section 4.913.B**") and the terms of the **Contract for Construction of Requirement Improvements** between the Obligee and the Principal dated \_\_\_\_\_, a copy of which is attached as **Exhibit A** and incorporated into this bond by reference. As a condition precedent to the Obligee's agreement(s), approval(s), and/or acceptance(s) set forth in Exhibit A, the Principal is required to deliver a good and sufficient bond to warrant and ensure the performance of the work specified in Exhibit A, 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 in Exhibit A.

The condition of this obligation is such that if the Principal fully performs its obligations to complete the work described in Exhibit A **within One (1) Year from Construction Commencement**, 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 under Exhibit A, 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 Exhibit A 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**

Western Surety Company

By: \_\_\_\_\_

Name: Gail Baker

Title: Attorney-in-Fact

*Power of Attorney Must be Attached*

**PRINCIPAL**

Hobe Sound BTS Retail, LLC, a Florida  
Limited Liability Corporation c/o Zarembo  
Group, LLC., a Delaware Limited Liability  
Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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

**PROJECT NAME:**       Hobe Sound BTS Retail      

**PHASE/PARCEL/PLAT:** \_\_\_\_\_

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>EARTHWORK/SITWORK</b>				
a) Mobilization	<u>1</u>	LS	<b>\$10,000.00</b>	10,000.00
b) Clearing, grading and grubbing	<u>0.5</u>	AC	\$3,000.00	1,500.00
c) Excavation (cut)	<u>200</u>	CY	\$7.00	1,400.00
d) Embankment (fill)	<u>50</u>	CY	\$12.50	625.00
e) Sod and seed/mulch	<u>200</u>	SY	\$2.00	400.00
f) Concrete disposal	<u>0.0</u>	TN	\$60.00	0.00
g) Erosion control	<u>1</u>	LS	<b>\$200.00</b>	200.00
h) Fencing/railing	<u>0</u>	LS	<b>\$0.00</b>	0.00
i) Materials testing	<u>1</u>	LS	<b>\$300.00</b>	300.00
			<b>Subtotal</b>	<b>14,425.00</b>
<b>ROADWORK</b>				
a) Asphalt milling, 1" avg.	<u>0</u>	SY	\$1.50	0.00
b) Stabilized subgrade, roll in place	<u>730</u>	SY	\$3.00	2,190.00
c) Stabilized subgrade, Type B, 12" thick	<u>730</u>	SY	\$7.50	5,475.00
d) Paving base, optional base group 6	<u>0</u>	SY	\$12.50	0.00
e) Paving base, optional base group 9	<u>730</u>	SY	\$15.50	11,315.00
f) Paving base, other	<u>0</u>	SY	<b>\$0.00</b>	0.00
g) Asphaltic concrete, SP-9.5, 1-1/2" thick	<u>0</u>	SY	\$15.00	0.00
h) Asphaltic concrete, SP-9.5, 2 1/2" thick	<u>730</u>	SY	\$25.00	18,250.00
i) Asphaltic concrete, SP-9.5, 3" thick	<u>0</u>	SY	\$30.00	0.00
j) Asphalt overlay, SP-9.5 (<= 150 tons)	<u>0.0</u>	TN	\$150.00	0.00
k) Asphalt overlay, SP-9.5 (> 150 tons)	<u>0.0</u>	TN	\$120.00	0.00
l) Pervious asphalt or concrete	<u>0</u>	SY	\$60.00	0.00
m) Concrete curb & gutters	<u>50</u>	LF	\$14.25	712.50
q) Sidewalk, 6' wide	<u>40</u>	LF	\$25.00	1,000.00
r) Maintenance of traffic (M.O.T.)	<u>1</u>	LS	<b>\$2,500.00</b>	2,500.00
			<b>Subtotal</b>	<b>41,442.50</b>
<b>DRAINAGE</b>				
a) Inlets / Manholes (<10' depth)	<u>2</u>	EA	\$3,000.00	6,000.00
b) Inlets / Manholes (10' or > depth)	<u>0</u>	EA	\$4,000.00	0.00
c) Control structures	<u>0</u>	EA	\$6,000.00	0.00
d) Endwalls	<u>0</u>	CY	\$700.00	0.00
e) Rip-rap	<u>0</u>	CY	\$80.00	0.00
f) Storm culvert, 15" dia. or equiv.	<u>104</u>	LF	\$28.00	2,912.00
g) Storm culvert, 18" dia. or equiv.	<u>0</u>	LF	\$34.00	0.00
h) Storm culvert, 24" dia. or equiv.	<u>0</u>	LF	\$48.00	0.00
i) Storm culvert, 30" dia. or equiv.	<u>0</u>	LF	\$65.00	0.00



**MARTIN COUNTY ENGINEERING DEPARTMENT  
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j) Storm culvert, 36" dia. or equiv.	<u>0</u>	LF	\$88.00	0.00
k) Storm culvert, 48" dia. Or equiv.	<u>0</u>	LF	\$125.00	0.00
l) Exfiltration trench	<u>0</u>	LF	\$100.00	0.00
			<b>Subtotal</b>	<b>8,912.00</b>

**UTILITIES**

a) Water main, 4"	<u>0</u>	LF	\$13.00	0.00
b) Water main, 6"	<u>0</u>	LF	\$17.50	0.00
c) Water main, 8"	<u>0</u>	LF	\$23.50	0.00
d) Water main, 10"	<u>0</u>	LF	\$31.25	0.00
e) Water main, 12"	<u>0</u>	LF	\$40.00	0.00
f) Water service, single	<u>0</u>	EA	\$790.00	0.00
g) Water service, double	<u>0</u>	EA	\$930.00	0.00
h) Fire hydrant assembly	<u>0</u>	EA	\$3,600.00	0.00
i) Sewer main, 8" gravity (<=8' depth)	<u>0</u>	LF	\$28.00	0.00
j) Sewer main, 8" gravity (<8'-12' depth)	<u>0</u>	LF	\$43.00	0.00
k) Sewer main, 8" gravity (<12'-16' depth)	<u>0</u>	LF	\$88.00	0.00
l) Sewer main, 8" gravity (<16'-20' depth)	<u>0</u>	LF	\$104.00	0.00
m) Sewer main, force, (4")	<u>0</u>	LF	\$13.50	0.00
n) Sewer manhole (<=8' depth)	<u>0</u>	EA	\$2,900.00	0.00
o) Sewer manhole (<8'-12' depth)	<u>0</u>	EA	\$3,850.00	0.00
p) Sewer manhole (<12'-16' depth)	<u>0</u>	EA	\$5,500.00	0.00
q) Sewer manhole (<16'-20' depth)	<u>0</u>	EA	\$8,800.00	0.00
r) Sewer lateral, single	<u>0</u>	EA	\$900.00	0.00
s) Sewer lateral, double	<u>0</u>	EA	\$1,100.00	0.00
t) Lift Station	<u>0</u>	EA	\$15,000.00	0.00
u) Directional drill (<= 6" dia.)	<u>0</u>	LF	\$50.00	0.00
v) Directional drill (8"-10" dia.)	<u>0</u>	LF	\$88.00	0.00
w) Directional drill (12" or > dia.)	<u>0</u>	LF	\$140.00	0.00
			<b>Subtotal</b>	<b>\$0.00</b>

**TRAFFIC**

a) Signage	<u>1</u>	LS	\$75.00	75.00
b) Striping	<u>0</u>	LS	\$0.00	0.00
c) Control devices (signals)	<u>0</u>	EA	\$0.00	0.00
			<b>Subtotal</b>	<b>\$75.00</b>

**SURVEY**

a) Setting P.C.P.'s	<u>0</u>	LS	\$0.00	0.00
b) Setting and replacing all P.R.M.'s	<u>0</u>	LS	\$0.00	0.00
c) Setting all lot corners	<u>0</u>	LS	\$0.00	0.00
			<b>Subtotal</b>	<b>\$0.00</b>



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

MISCELLANEOUS

a) _____	<u>0</u>	<u>\$0.00</u>	0.00
b) _____	<u>0</u>	<u>\$0.00</u>	0.00
c) _____	<u>0</u>	<u>\$0.00</u>	0.00
		<b>Subtotal</b>	<u>\$0.00</u>

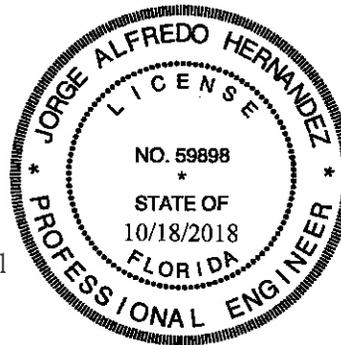
**TOTAL ESTIMATED COST OF IMPROVEMENTS** \$64,854.50

**\*\*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:

Jorge Hernandez  
Professional Engineer's Name  
*Jorge Hernandez*  
Professional Engineer's Signature / Seal



59898  
P.E. No.

10/10/2018  
Date

Avid Group / COA 6139  
Firm's Name and Licensed Business No. (if applicable)

2300 Curlew Rd., Suite 201, Palm Harbor, FL 34683  
Firm's Address

(727) 789-9500  
Phone No.

*[Signature]* 10.24.2018  
County Engineer's (or designee) Acceptance