

**CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS  
AND INFRASTRUCTURE FOR  
HINCKLEY YACHTS**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Hinck Landlord (DE) Limited Partnership, a Delaware limited partnership, hereinafter referred to as Developer, and Martin County, a political subdivision of the State of Florida, hereinafter referred to as County.

**W I T N E S S E T H:**

WHEREAS, the Developer has made application to County for a temporary certificate of occupancy; and

WHEREAS, completion of certain improvements and infrastructure is required prior to issuance of a certificate of occupancy; 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 issuance of a certificate of occupancy, security may be posted to insure completion.

NOW THEREFORE, the Developer and County agree as follows:

1. Ninety (90) days from the issuance of a temporary certificate of occupancy, Developer shall complete the required improvements and infrastructure for the above referenced project pursuant to the final site plan approved on June 3, 2008, 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 \$179,554.10. Said security is attached as Exhibit B, which represents one hundred ten percent (110%) 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 three (3) months after the completion date for the required improvements as set forth in Paragraph 1 above.

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. Upon receipt of the Engineer's Certification of Construction Completion and a request to release up to one hundred percent (100%) 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 one hundred percent (100%) of the posted security shall be released accordingly.

*Remainder of page intentionally left blank*

5. In the event the required improvements and infrastructure are not completed by the date set forth in Paragraph 1 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:

Linda Cavanaugh  
Hinckley Yachts Services  
One Little Harbor Landing  
Portsmouth, RI 02871  
401-683-7217

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

HINCK LANDLORD (DE) LIMITED  
PARTNERSHIP, a Delaware limited  
partnership

WITNESSES:

Linda Cavanagh  
Name Linda Cavanagh  
Lauren Ricci  
Name Lauren Ricci

By: David Howe  
Name David Howe  
Title: Manager  
Date: 5.2.19

Address: 4550 SE Boatyard Drive  
Stuart, FL 34997

STATE OF Rhode Island  
COUNTY OF Newport

The foregoing Contract for Construction of Required Improvements and Infrastructure is acknowledged before me this 2 day of May, 2019, by David Howe, Manager of HINCK LANDLORD (DE) LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of the partnership. He/she ☒ is personally known to me or has ☐ produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

(NOTARIAL STAMP)



Ellen Kinley  
Name Ellen Kinley  
My Commission Expires: 11-20-2021

**ATTEST**

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**Carolyn Timmann, Clerk of the  
Circuit Court and Comptroller**

**COUNTY**

**BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA**

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**Edward V. Ciampi, Chairman**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

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**Krista A. Storey  
Acting County Attorney**

## EXHIBIT A



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

PROJECT NAME: Hinckley West Parking Lot

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

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>EARTHWORK/SITEWORK</b>				
a) Mobilization	<u>1</u>	LS	\$10,000.00	10,000.00
b) Clearing, grading and grubbing	<u>0.5</u>	AC	\$3,000.00	1,500.00
c) Excavation (cut)	<u>1,200</u>	CY	\$7.00	8,400.00
d) Embankment (fill)	<u>600</u>	CY	\$12.50	7,500.00
e) Sod and seed/mulch	<u>2,000</u>	SY	\$2.00	4,000.00
f) Concrete disposal	<u>0.0</u>	TN	\$60.00	0.00
g) Erosion control	<u>1</u>	LS	\$3,000.00	3,000.00
h) Fencing/railing	<u>0</u>	LS	\$0.00	0.00
i) Materials testing	<u>1</u>	LS	\$3,000.00	3,000.00
			<b>Subtotal</b>	<b>37,400.00</b>
<b>ROADWORK</b>				
a) Asphalt milling, 1" avg.	<u>0</u>	SY	\$1.50	0.00
b) Stabilized subgrade, roll in place	<u>0</u>	SY	\$3.00	0.00
c) Stabilized subgrade, Type B, 12" thick	<u>2,080</u>	SY	\$7.50	15,600.00
d) Paving base, optional base group 6	<u>0</u>	SY	\$12.50	0.00
e) Paving base, optional base group 9	<u>2,080</u>	SY	\$15.50	32,240.00
f) Paving base, other	<u>2,080</u>	SY	\$14.00	29,120.00
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>0</u>	SY	\$25.00	0.00
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>0</u>	LF	\$14.25	0.00
q) Sidewalk, 6' wide	<u>0</u>	LF	\$25.00	0.00
r) Maintenance of traffic (M.O.T.)	<u>1</u>	LS	\$2,500.00	2,500.00
			<b>Subtotal</b>	<b>79,460.00</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>0</u>	LF	\$28.00	0.00
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 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	43	LF	\$100.00	4,300.00
			<b>Subtotal</b>	<b>10,300.00</b>

### UTILITIES

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

### TRAFFIC

a) Signage	1	LS	\$200.00	200.00
b) Striping	1	LS	\$2,000.00	2,000.00
c) Control devices (signals)	0	EA	\$0.00	0.00
			<b>Subtotal</b>	<b>\$2,200.00</b>

### SURVEY

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



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

**MISCELLANEOUS**

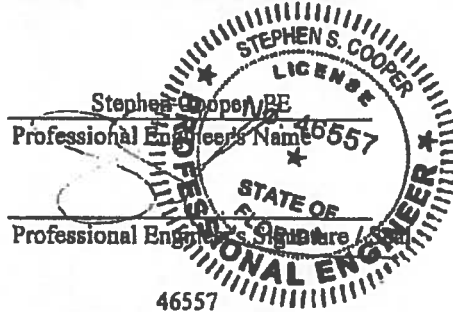
a)	<u>Retainer Wall</u>	<u>100</u>	<u>LF</u>	<u>\$100.00</u>	<u>10,000.00</u>
b)	<u>Landscaping</u>	<u>1</u>	<u>LS</u>	<u>\$23,871.00</u>	<u>23,871.00</u>
c)	<u>Contingency (10%)</u>	<u>1</u>	<u>LS</u>	<u>\$16,323.10</u>	<u>16,323.10</u>
				<b>Subtotal</b>	<b>\$50,194.10</b>

**TOTAL ESTIMATED COST OF IMPROVEMENTS** **\$179,554.10**

**\*\*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:



P.E. No.

March 15, 2019

Date

Stephen Cooper, PE & Associates, Inc. CA8857  
Firm's Name and Licensed Business No. (if applicable)

7450 S Federal Hwy, Port St. Lucie, FL 34952  
Firm's Address

772-336-2933

Phone No.

47 [Signature] 3/15/19  
County Engineer's (or designee) Acceptance