

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

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by and between PALMETTO HOBE SOUND-SE FEDERAL HWY, LLC, a Florida limited liability company, 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 approval and recordation of the plat of HOBE SOUND RETAIL SUBDIVISION; 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 February 12, 2022, Developer shall complete the required improvements and infrastructure for the above referenced project pursuant to the final site plan approved on February 12, 2020, and construction plans accepted by the County Engineer or her 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 **\$130,168.40**. 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 (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 the 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:

Patrick Connor

1643 Williamsburg Square

Lakeland, Florida 33803

863-808-1320

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be made and entered into the day and year first written above. The date of this Contract shall be the date on which this Contract was approved by the Board of County Commissioners.

Exhibit A – Engineer’s Opinion of Probable Cost

Exhibit B – Security Form

DEVELOPER

WITNESSES

Print: _____

Print: _____

Palmetto Hobe Sound-SE Federal Hwy, LLC,
a Florida limited liability company
221 S. Crawford Street, Thomasville GA 31792

By: Palmetto Capital Group, LLC,
a Georgia limited liability company
Its Manager

By: The Watkins Company, LLC,
a Georgia limited liability company
Its Manager

By: _____
Miles Watkins
Its Manager

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____, 2020, by Miles Watkins as Manager of the Watkins Company, LLC, a Georgia limited liability company, as Manager of Palmetto Capital Group, LLC, a Georgia limited liability company, as Manager of Palmetto Hobe Sound-SE Federal Hwy, LLC a Florida limited liability company, on behalf of the entities. He () is personally known to me or () has produced _____ as identification.

DATED this ____ day of _____, 2020.

NOTARY PUBLIC

Name: _____
My commission expires:

[STAMP]

COUNTY

ATTEST

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

Harold E. Jenkins II, Chairman

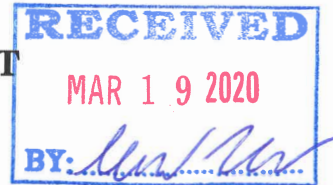
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Krista A. Storey
Senior Assistant County Attorney

Exhibit A



MARTIN COUNTY ENGINEERING DEPARTMENT ENGINEER'S OPINION OF PROBABLE COST



PROJECT NAME: Hobe Sound Retail Subdivision PHASE/PARCEL/PLAT: N/A

ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
EARTHWORK/SITEWORK				
a) Mobilization	0	LS	\$0.00	0.00
b) Clearing, grading and grubbing	0.7	AC	\$3,000.00	2,100.00
c) Excavation (cut)	71	CY	\$7.00	497.00
d) Embankment (fill)	75	CY	\$12.50	937.50
e) Sod and seed/mulch	3,388	SY	\$2.00	6,776.00
f) Concrete disposal	0.0	TN	\$60.00	0.00
g) Erosion control	1	LS	\$3,000.00	3,000.00
h) Fencing/railing	0	LS	\$0.00	0.00
i) Materials testing	1	LS	\$1,000.00	1,000.00
			Subtotal	14,310.50
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	0	SY	\$7.50	0.00
d) Paving base, optional base group 6	0	SY	\$12.50	0.00
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	0	SY	\$15.00	0.00
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	0	LF	\$14.25	0.00
q) Sidewalk, 6' wide	0	LF	\$25.00	0.00
r) Maintenance of traffic (M.O.T.)	0	LS	\$0.00	0.00
			Subtotal	0.00
DRAINAGE				
a) Inlets / Manholes (<10' depth)	1	EA	\$3,000.00	3,000.00
b) Inlets / Manholes (10' or > depth)	0	EA	\$4,000.00	0.00
c) Control structures	0	EA	\$6,000.00	0.00
d) Endwalls	0	CY	\$700.00	0.00
e) Rip-rap	0	CY	\$80.00	0.00
f) Storm culvert, 15" dia. or equiv.	0	LF	\$28.00	0.00
g) Storm culvert, 18" dia. or equiv.	0	LF	\$34.00	0.00
h) Storm culvert, 24" dia. or equiv.	0	LF	\$48.00	0.00
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	3,000.00

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	1	EA	\$3,600.00	3,600.00
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
			Subtotal	\$3,600.00

TRAFFIC

a) Signage	0	LS	\$0.00	0.00
b) Striping	0	LS	\$0.00	0.00
c) Control devices (signals)	0	EA	\$0.00	0.00
			Subtotal	\$0.00

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
			Subtotal	\$0.00



MARTIN COUNTY ENGINEERING DEPARTMENT ENGINEER'S OPINION OF PROBABLE COST

MISCELLANEOUS

a) Total Misc Costs (See Attached)	<u>1</u>	<u>EA</u>	<u>#####</u>	<u>104,257.90</u>
b) Tree Relocation	<u>1.00</u>	<u>EA</u>	<u>\$5,000.00</u>	<u>5,000.00</u>
c)				<u>0.00</u>
			Subtotal	<u>\$109,257.90</u>

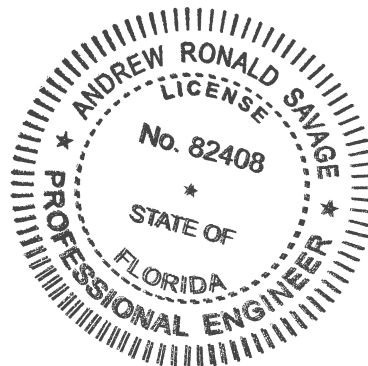
TOTAL ESTIMATED COST OF IMPROVEMENTS **\$130,168.40**

Disclaimer

- 1) Unit prices pre-entered on this spreadsheet reflect Martin County annual requirements contractors' unit prices and should be modified without the approval of the County Engineer or his designee.

Prepared by:

Andrew Savage
Professional Engineer's Name
[Signature]
Professional Engineer's Signature / Seal
82408
P.E. No.
03/18/2020
Date



Bohler Engineering 30780
Firm's Name and Licensed Business No. (if applicable)

2255 Glades Road Suite 305 E Glades Road 33431
Firm's Address

561-571-0280
Phone No.

[Signature] 3/19/2020

Hobe Sound Retail Subdivision (Miscellaneous)

On Site					
FDOT Pay Item	Description	UCM	Quantity	Unit Cost	Estimated Cost
	Roadway				
0110 4 10	Removal of Exist. Concrete	SY	28	\$15.06	\$421.68
0160 4	Type "B" Stabilization	SY	403	\$4.27	\$1,720.81
285706	Optional Base Group	SY	403	\$18.32	\$7,382.96
0337 7 82	Asph Conc. FC, Traffic C, FC-9.5	TN	107	\$138.02	\$14,768.14
0522 2	Sidewalk Concrete, 6" thick	SY	2	\$57.60	\$115.20
0527 2	Detectable Warnings	EA	2	\$28.17	\$56.34
	Compacted Subgrade	SY	403	\$3.00	\$1,209.00
	Signing & Pavement markings				
0711 17	Removal of Existing Striping	SF	325	\$7.28	\$2,366.00
0711 11224 61	Thermoplastic, STD, Yellow, Solid, 24"	LF	40.00	\$2.87	\$114.80
0711 15231 2	Thermoplastic, STD, Yellow, Solid, 6"	GM	0.10	\$1,779.00	\$177.90
0710 11131	Painted Pmnt Mark, STD, White, Skip, 6"	GM	0.05	\$431.96	\$21.60
0711 11143	Thermoplastic, STD, White, Solid, 6"	GM	0.10	\$38.54	\$3.85
0711 11102	Thermoplastic, STD, White, Solid, 8"	GM	0.01	\$6,639.79	\$66.40
0711 11143	Thermoplastic, STD, White, Solid, 12"	GM	0.10	\$0.40	\$0.040
0711 12170	Thermoplastic, STD, White, Arrow	EA	3.00	\$76.26	\$228.780
0711 11124	Thermoplastic, STD, White, Solid, 18"	LF	37.78	\$3.34	\$126.185
0700 1 50	Single post sign, relocate	EA	1	\$331.42	\$331.42
0711 11151	Thermoplastic Pavement striping (6" white)	LF	0	\$0.16	\$0.00
0711 11160	Thermoplastic, STD, White, Message	EA	1	\$132.00	\$132.00
	Temp/Perm Striping (Required During Cure Time)	LS	1	\$891.45	\$891.45
	R/W Raised Pavement Markers	EA	5	\$5.35	\$26.75
	A/A Raised Pavement Markers	EA	20	\$5.35	\$107.00
	Utilities				
0715 4 71	Light Pole to be Removed	EA	1	\$374.51	\$374.51
	Core Drill into Ex Structure	EA	1	\$1,500.00	\$1,500.00
1080 23108	8"x6" Tapping Saddle	EA	1	\$3,385.00	\$3,385.000
	8" DIP Water	LF	416	\$49.11	\$20,429.760
	6" DIP Water	LF	32	\$46.64	\$1,300.480
	6" Gate Valve	LF	1	\$1,500.00	\$1,500.000
	8" Gate Valve	LF	4	\$1,750.00	\$7,000.000
	8" Restraints	EA	12	\$208.83	\$2,505.96
	6" Restraints	EA	1	\$165.94	\$165.94
	Misc MJ Fittings	EA	5	\$152.39	\$761.95
105042216	18" Storm HDPE Pipe	LF	203	\$116.00	\$23,548.00
0425 1551	Type E Ditch Bottom Inlet	EA	1	\$3,705.70	\$3,705.70
Sub-total					\$96,535.10
	Mobilization (MOB)	LS	1	8% of Subtotal Cost	\$7,722.81
Total					\$104,257.90

Note:

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

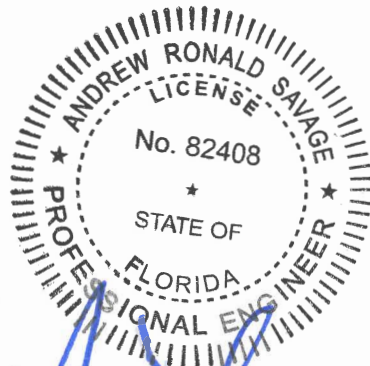


Exhibit B

[ISSUING INSTITUTION'S LETTERHEAD]

Irrevocable Letter of Credit No. _____

Amount: \$130,168.40

Issue Date: [Date of Contract to Complete Improvements]

Expiration Date: [Date of Construction Deadline + 15 months]

Board of County Commissioners
Martin County, Florida
2401 S.E. Monterey Road
Stuart, Florida 34996

**Re: Martin County Project No. M190-005
Performance Obligations**

Dear Commissioners:

THOMASVILLE NATIONAL BANK ("Bank") hereby establishes and opens its Irrevocable Letter of Credit No. _____ in favor of the BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA ("County") for the account of PALMETTO HOBE SOUND-SE FEDERAL HWY, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("Applicant") in the amount of \$130,168.40, effective as of the above-referenced Issue Date, available to the County upon written demand for payment to the Bank as set forth below.

We understand that this letter of credit is for the purpose of securing the Applicant's performance of the work specified in the Contract for Construction of Required Improvements and Infrastructure for Hobe Sound Retail Subdivision (hereinafter Contract) between the Applicant and the County dated _____, and to indemnify, defend and hold harmless the County for damages and costs (including attorneys' fees) it incurs in the event the Applicant defaults on such performance obligations.

Funds under this letter of credit are available to the County hereunder not exceeding the aggregate amount of this letter of credit against the County's sight draft upon mentioning our Letter of Credit No. _____, accompanied by a statement signed by the authorized officer or agent of the County to the effect that: (a) the Applicant has defaulted on its obligations to perform the work under Contract; and (b) it is the County's right and/or obligation to perform and complete the work called for under the terms of the Contract; and (c) the County's claim includes the costs of performing and completing the work and contingent costs and expenses, together with any damages, either direct or consequential which the County may sustain on account of failure of the Applicant to carry out and execute its obligations to perform and complete the work under the Contract; and (d) the County will promptly refund to the Bank any portion of such funds drawn which exceeds the costs and damages to the County as a result of the Applicant's default of such obligations.

This letter of credit expires on the above-referenced Expiration Date.

If we receive the County's sight draft and statement as mentioned above here 301 North Broad Street Thomasville, GA 31792 on or prior to the expiration date we will promptly honor the same.

Bank agrees that partial, multiple and successive demands for payment may be made by County up to and including the Expiration Date.

Sincerely,

WITNESS 1:

Thomasville National Bank

By: _____
Name: _____

By: _____
Name: _____
Title: _____

WITNESS 2:

By: _____
Name: _____

STATE OF GEORGIA
COUNTY OF THOMAS

The foregoing Irrevocable Letter of Credit is acknowledged before me by means of ___ physical presence or ___ online notarization this ____ day of _____, 2020, by _____, as _____ (Title) of Thomasville National Bank, who (___) is personally known to me or (___) has produced _____ as identification.

NOTARY PUBLIC

[SEAL]

Name Printed:
My Commission Expires: