

**CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS
AND INFRASTRUCTURE FOR BANYAN BAY PUD PHASE 2C**

THIS CONTRACT, made and entered in this ____ day of _____, 2021, by and between BANYAN BAY MACKS, 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 the plat of Banyan Bay PUD Phase 2C; 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 September 29, 2022, Developer shall complete the required improvements and infrastructure for the above referenced project pursuant to the Phase 2C final site plan approved on September 29, 2020, 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 \$872,870.00. 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:

Banyan Bay Macks, LLC
Attn: John Troxell
4750 Owings Mills Boulevard
Owings Mills, Maryland 21117
Ph: 410-356-9900 ext. 231

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:

BANYAN BAY MACKS, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY

Name: _____

BY: _____
JONATHAN C. MAYERS, MANAGER

Name: _____

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 Jonathan C. Mayers, Manager of BANYAN BAY MACKS, 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: _____
Stacey Hetherington, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Krista A. 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: BANYAN BAY

PHASE/PARCEL/PLAT: PHASE IIC

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
EARTHWORK/SITEWORK				
a) Mobilization	<u>1</u>	LS	\$10,000.00	10,000.00
b) Clearing, grading and grubbing	<u>13.0</u>	AC	\$3,000.00	39,000.00
c) Excavation (cut)	<u>0</u>	CY	\$7.00	0.00
d) Embankment (fill)	<u>0</u>	CY	\$12.50	0.00
e) Sod and seed/mulch	<u>35,410</u>	SY	\$2.00	70,820.00
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	\$10,000.00	0.00
i) Materials testing	<u>1</u>	LS	\$1,500.00	1,500.00
			Subtotal	124,320.00
ROADWORK				
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>7,969</u>	SY	\$7.50	59,767.50
d) Paving base, optional base group 6	<u>7,397</u>	SY	\$12.50	92,462.50
e) Paving base, optional base group 9	<u>0</u>	SY	\$15.50	0.00
f) Paving base, other	<u>0</u>	SY	\$0.00	0.00
g) Asphaltic concrete, SP-9.5, 1-1/2" thick	<u>7,397</u>	SY	\$15.00	110,955.00
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>3,254</u>	LF	\$14.25	46,369.50
q) Sidewalk, 6' wide	<u>1,792</u>	LF	\$25.00	44,800.00
r) Maintenance of traffic (M.O.T.)	<u>0</u>	LS	\$0.00	0.00
			Subtotal	354,354.50
DRAINAGE				
a) Inlets / Manholes (<10' depth)	<u>21</u>	EA	\$3,000.00	63,000.00
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>713</u>	LF	\$34.00	24,242.00
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.	875	LF	\$88.00	77,000.00
k) Storm culvert, 48" dia. Or equiv.	0	LF	\$125.00	0.00
l) Exfiltration trench	0	LF	\$100.00	0.00
			Subtotal	164,242.00

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"	1,749	LF	\$23.50	41,101.50
d) Water main, 10"	0	LF	\$31.25	0.00
e) Water main, 12"	0	LF	\$40.00	0.00
f) Water service, single	2	EA	\$790.00	1,580.00
g) Water service, double	17	EA	\$930.00	15,810.00
h) Fire hydrant assembly	4	EA	\$3,600.00	14,400.00
i) Sewer main, 8" gravity (<=8' depth)	535	LF	\$28.00	14,980.00
j) Sewer main, 8" gravity (<8'-12' depth)	712	LF	\$43.00	30,616.00
k) Sewer main, 8" gravity (<12'-16' depth)	307	LF	\$88.00	27,016.00
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)	4	EA	\$2,900.00	11,600.00
o) Sewer manhole (<8'-12' depth)	7	EA	\$3,850.00	26,950.00
p) Sewer manhole (<12'-16' depth)	3	EA	\$5,500.00	16,500.00
q) Sewer manhole (<16'-20' depth)	0	EA	\$8,800.00	0.00
r) Sewer lateral, single	6	EA	\$900.00	5,400.00
s) Sewer lateral, double	15	EA	\$1,100.00	16,500.00
t) Lift Station	0	EA	\$250,000.00	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	\$222,453.50

TRAFFIC

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

SURVEY

a) Setting P.C.P.'s	1	LS	\$1,500.00	1,500.00
b) Setting and replacing all P.R.M.'s	1	LS	\$1,500.00	1,500.00
c) Setting all lot corners	1	LS	\$2,500.00	2,500.00
			Subtotal	\$5,500.00



MARTIN COUNTY ENGINEERING DEPARTMENT ENGINEER'S OPINION OF PROBABLE COST



MISCELLANEOUS

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

TOTAL ESTIMATED COST OF IMPROVEMENTS **\$872,870.00**

****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:

BLAINE BERGSTRESSER, P.E.
Professional Engineer's Name

Professional Engineer's Signature / Seal

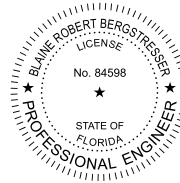
84598
P.E. No.

07/22/2020
Date

KIMLEY-HORN AND ASSOCIATES, INC.
Firm's Name and Licensed Business No. (if applicable)

445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
Firm's Address

772-794-4100
Phone No.



County Engineer's (or designee) Acceptance