CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS AND INFRASTRUCTURE FOR

_____

THIS CONTRACT, made and entered on _____ is by and between _____, hereinafter referred to as "Developer", and Martin County, a political subdivision of the State of Florida, hereinafter referred to as County.

WITNESSETH:

WHEREAS, the Developer has made application to County for approval and recordation of _____; and

WHEREAS, completion of certain improvements and infrastructure is required prior to plat recordation; and

WHEREAS, Section 4.913.E, 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 ensure completion.

NOW THEREFORE, the Developer and County agree as follows:

1. By _____, Developer shall complete the required improvements and infrastructure for the above referenced project pursuant to the final site plan approved on_____, which includes approved landscape plans and construction plans accepted by the County Engineer or designee, as applicable. 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 $_____. Said security is attached as Exhibit B, which represents one hundred percent (100%) of the estimated cost of 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 (3) 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 review and 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 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, as applicable, County shall have, and is hereby granted, the right to construct, or cause to be constructed, the required improvements and infrastructure 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 procurement and receipt of bids, in the event of Developer's failure or refusal to do so in accordance with the terms of this Contract.

    a. In the event that the total costs incurred by County in construction and full completion of the required improvements exceed the amount of security provided by Developer, 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:

   Sign:_____
   Print:_____
   Address:_____
   City:_____ State:_____ Zip:_____
   Telephone:_____

Exhibit A – Engineer's Opinion of Probable Cost

Exhibit B –Security Form

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be made and entered into the day and year first written above.

Signature block

For a Corporation

Owner/Developer

Print name of Corporation:_____
Signed by: _____
Print:_____
Title: _____
Address:_____
City:_____ State:_____ Zip: _____

First Witness

Sign:_____
Print:_____
Address:_____
City:_____ State:_____ Zip:_____

Second Witness:

Sign:_____
Print: _____
Address:_____
City:_____ State:_____ Zip:_____

State of _____

County of _____

The foregoing instrument was sworn to, before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20___, by _____, as_____ of _____ who is ☐ personally known to me or ☐ produced the following type of identification_____.

Notary Public Seal

_____
Printed, Typed or Stamped Name of Notary Public

Signature block for an individual

OWNER/DEVELOPER

Signed by:_____

Print:_____

Address:_____

City:_____ State:_____ Zip:_____

First Witness

Sign:_____

Print:_____

Address:_____

City:_____ State:_____ Zip:_____

Second Witness

Sign:_____

Print: _____

Address:_____

City:_____ State:____ Zip:_____

State of _____

County of _____

The foregoing instrument was sworn to, before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20___, by _____, who is ☐ personally known to me or ☐ produced the following type of identification _____.

Notary Public Seal

_____

Printed, Typed or Stamped Name of Notary Public

COUNTY

BOARD OF COUNTY COMMISSIONERS

_____
Don G. Donaldson, P.E.
County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
Elysse A. Elder
County Attorney