

**CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS
AND INFRASTRUCTURE FOR
NEWFIELD CROSSROADS PHASE 1A-3**

THIS CONTRACT, made and entered into this _____ day of _____, 2025, by and between Mattamy Palm Beach LLC, 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 the plat of Newfield Crossroads Phase 1A-3; 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 December 5, 2029, Developer shall complete the required improvements and infrastructure for the above referenced project pursuant to the final site plan approved on December 5, 2024, 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 \$ 13,208,570. 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:

Mattamy Palm Beach LLC/ James FitzGerald

Name

2500 Quantum Lakes Drive, Suite 215

Address

Boynton Beach, FL 33426

City, State and Zip

(678) 316-6856

Telephone

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

[For an individual acting in his own right]

OWNER/DEVELOPER

WITNESSES:

OWNER(S):

Name _____

Name James FitzGerald

Name _____

Name Karl Albertson

Name _____

Name _____

Date: _____

Address: 2500 Quantum Lakes Drive, Suite 215
Boynton Beach, Florida 33426

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing Contract for Construction of Required Improvements and Infrastructure was acknowledged before me by means of ___ physical presence or ___ online notarization this ___ day of _____, 20 __, by _____ who ___ is personally known to me or ___ produced _____ as identification.

NOTARY PUBLIC

[NOTARY STAMP]

Name _____
My Commission Expires: _____

COUNTY

ATTEST

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Elysse Elder
Deputy County Attorney



**MARTIN COUNTY PUBLIC WORKS DEPARTMENT
ENGINEER'S OPINION OF PROBABLE COST**

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County Project / Permit No: PR-016 (Example: A100-001 or ENG2024010001)
NEWFIELD PH. 1A-1

	<u>QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST</u>
SITework AND EARTHWORK				
Mobilization	1	LS	<u>\$50,000</u>	\$50,000
Erosion control	1	LS	<u>\$20,000</u>	\$20,000
Clearing and grubbing (≤ 5 acres)	<u>5.0</u>	AC	\$15,000	\$75,000
Clearing and grubbing (> 5 acres)	<u>2.2</u>	AC	\$20,000	\$43,600
Concrete disposal	<u>0.0</u>	TN	\$90.00	\$0
Utility relocation / adjustment	1	LS	<u>\$0</u>	\$0
Excavation (cut)	<u>0</u>	CY	\$19.50	\$0
Embankment (fill)	<u>0</u>	CY	\$28.00	\$0
Fences / railings	<u>0</u>	LF	\$113.50	\$0
Sod and / or seed and mulch	<u>0</u>	SY	\$3.00	\$0
Materials testing	1	LS	<u>\$25,000</u>	\$25,000
			Subtotal:	\$213,600
ROADWORK				
Maintenance of traffic	1	LS	<u>\$0</u>	\$0
Asphalt milling (1" avg.)	<u>0.0</u>	DAY	\$17,450	\$0
Stabilized subgrade (type B, LBR-40)	<u>7,604</u>	SY	\$22.00	\$167,288
Paving base (optional base group 6)	<u>0</u>	SY	\$26.50	\$0
Paving base (optional base group 9)	<u>2,890</u>	SY	\$42.50	\$122,812
Superpave asphaltic concrete (1")	<u>1,901</u>	SY	\$21.50	\$40,872
Superpave asphaltic concrete (1½")	<u>3,485</u>	SY	\$32.00	\$111,520
Superpave asphaltic concrete (2")	<u>0</u>	SY	\$43.00	\$0
Asphalt overlay (≤ 50 tons)	<u>0.0</u>	TN	\$595.00	\$0
Asphalt overlay (51 - 150 tons)	<u>0.0</u>	TN	\$315.00	\$0
Asphalt overlay (> 151 tons)	<u>0.0</u>	TN	\$250.00	\$0
Pervious asphalt or concrete (6")	<u>0</u>	SY	\$95.00	\$0
Concrete curb and/or gutter	<u>4,147</u>	LF	\$34.50	\$143,072
Sidewalk (6")	<u>3,653</u>	LF	\$41.50	\$151,600
Multimodal path (10')	<u>0</u>	LF	\$70.00	\$0
			Subtotal:	\$737,165

DRAINAGE

Inlets / Manholes (≤ 10')	26	EA	\$6,050	\$157,300
Inlets / Manholes (> 10')	0	EA	\$13,150	\$0
Control structures	0	EA	\$9,080	\$0
Mitered end sections (≤ 24" or equiv.)	0	EA	\$2,020	\$0
Mitered end sections (> 30" or equiv.)	0	EA	\$4,750	\$0
Endwalls	0	CY	\$980.00	\$0
Rip-rap	0	TN	\$139.00	\$0
Storm culvert (15" or equiv.)	0	LF	\$73.00	\$0
Storm culvert (18" or equiv.)	1,271	LF	\$89.00	\$113,146
Storm culvert (24" or equiv.)	132	LF	\$129.00	\$17,028
Storm culvert (30" or equiv.)	53	LF	\$171.00	\$9,063
Storm culvert (36" or equiv.)	100	LF	\$244.00	\$24,400
Storm culvert (48" or equiv.)	195	LF	\$324.00	\$63,060
Box culvert	0	EA	\$0.00	\$0
Exfiltration trench (15")	0	LF	\$188.00	\$0
Exfiltration trench (18" - 24")	0	LF	\$206.00	\$0
Storage chamber system	1	LS	\$0.00	\$0
			Subtotal:	\$384,000

UTILITIES

Directional drill (≤ 6")	0	LF	\$55.00	\$0
Directional drill (8" - 10")	0	LF	\$130.00	\$0
Directional drill (> 12")	0	LF	\$300.00	\$0
Water main (4")	0	LF	\$40.00	\$0
Water main (6")	55	LF	\$50.00	\$2,750
Water main (8")	1,924	LF	\$65.00	\$125,060
Water main (10" - 12")	843	LF	\$150.00	\$126,450
Water service (single)	15	EA	\$2,100	\$31,500
Water service (double)	13	EA	\$2,300	\$29,900
Fire hydrant assembly	8	EA	\$8,600	\$68,800
Sewer gravity (≤ 8')	757	LF	\$66.00	\$49,962
Sewer manhole (≤ 8')	9	EA	\$6,850	\$61,650
Sewer gravity (< 8' - 12')	2,087	LF	\$101.00	\$210,787
Sewer manhole (< 8' - 12')	0	EA	\$9,050	\$0
Sewer gravity (< 12' - 16')	0	LF	\$206.50	\$0
Sewer manhole (< 12' - 16')	0	EA	\$12,950	\$0
Sewer gravity (< 16')	0	LF	\$244.00	\$0
Sewer manhole (< 16')	0	EA	\$20,650	\$0
Sewer lateral (single)	25	EA	\$1,700	\$42,500
Sewer lateral (double)	0	EA	\$2,400	\$0
Sewer force main (4")	0	LF	\$33.00	\$0
Lift station	1	EA	\$550,000	\$550,000
			Subtotal:	\$1,299,360

TRAFFIC CONTROL

Signage	1	LS	\$15,000	\$15,000
Pavement markings	1	LS	\$20,000	\$20,000
Flashing beacons	0	EA	\$7,050	\$0
Traffic signal or roundabout	0	EA	\$0	\$0
			Subtotal:	\$35,000

PERFORMANCE SURETY BOND

Bond No. TBD

KNOWN ALL MEN BY THESE PRESENTS:

That Mattamy Palm Beach LLC, as Principal, and PENNSYLVANIA INSURANCE COMPANY, as Surety, are held and firmly bound unto Martin County Board of County Commissioners, Stuart, Florida, as Obligee, in the sum of \$13,208,570, 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 155.32 of the Martin County Land Development Code ("Section 155.32") and the terms of the Contract for Construction of Required Improvements and Infrastructure for Newfield Crossroads Phase 1A-3 between the Obligee and the Principal dated _____. As a condition precedent to the Obligee's agreement(s), approval(s), and/or acceptance(s), the Principal is required to deliver a good and sufficient bond to warrant and ensure the performance of the work specified in the Contract for Construction of Required Improvements and Infrastructure for Newfield Crossroads for Newfield Crossroads Phase 1A-3 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.

The condition of this obligation is such that if the Principal fully performs its obligations to complete the work as described in the Contract for Construction of Required Improvements and Infrastructure for Newfield Crossroads Phase 1A-3 as evidenced by written approval of the Obligee, 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 in the Contract for Construction of Required Improvements and Infrastructure for Newfield Crossroads Phase 1A-3, 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 the Contract for Construction of Required Improvements and Infrastructure for Newfield Crossroads Phase 1A-3, 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 _____, 2025.

SURETY

PENNSYLVANIA INSURANCE COMPANY

PRINCIPAL

MATTAMY PALM BEACH LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Power of Attorney Must be Attached