

**CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS  
AND INFRASTRUCTURE FOR WILLOUGHBY TOWNHOMES P.U.D.  
(AKA EDGEWATER POINTE)**

**THIS CONTRACT**, made and entered in this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between MERITAGE HOMES OF FLORIDA, INC., a Florida corporation, 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 Willoughby Townhomes P.U.D.; 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 October 18, 2024, Developer shall complete the required improvements and infrastructure for the above referenced project pursuant to the revised final site plan approved on October 18, 2022, 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 \$1,831,248.00. 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 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:

Meritage Homes of Florida, Inc.  
Attn: Justin Cook, Division President  
1400 Centrepark Blvd., Suite 1000  
West Palm Beach, FL 33401

**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:

MERITAGE HOMES OF FLORIDA, INC.,  
A FLORIDA CORPORATION

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

BY: \_\_\_\_\_  
Justin Cook, Division President

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 \_\_\_\_\_, 2023, by Justin Cook, Division President of MERITAGE HOMES OF FLORIDA, INC., a Florida corporation, on behalf of the corporation. 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: \_\_\_\_\_  
Edward V. Ciampi, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

---

Elysse A. Elder  
Deputy 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: Edgewater Pointe (Willoughby Townhome:

PHASE/PARCEL/PLAT: On-Site

ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
<b>EARTHWORK/SITEWORK</b>				
a) Mobilization	1	LS	\$10,000.00	10,000.00
b) Clearing, grading and grubbing	12.4	AC	\$3,000.00	37,200.00
c) Excavation (cut)	8,999	CY	\$7.00	62,993.00
d) Embankment (fill)	0	CY	\$12.50	0.00
e) Sod and seed/mulch	32,295	SY	\$2.00	64,590.00
f) Concrete disposal	0.0	TN	\$60.00	0.00
g) Erosion control	1	LS	\$5,500.00	5,500.00
h) Fencing/railing	0	LS	\$0.00	0.00
i) Materials testing	1	LS	\$2,400.00	2,400.00
			<b>Subtotal</b>	<b>182,683.00</b>
<b>ROADWORK</b>				
a) Asphalt milling, 1" avg.		SY	\$1.50	0.00
b) Stabilized subgrade, roll in place	0	SY	\$3.00	0.00
c) Stabilized subgrade, Type B, 12" thick	8,636	SY	\$7.50	64,770.00
d) Paving base, optional base group 6	7,851	SY	\$12.50	98,137.50
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	7,315	SY	\$15.00	109,725.00
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	5,676	LF	\$14.25	80,883.00
q) Sidewalk, 6' wide	2,400	LF	\$25.00	60,000.00
r) Maintenance of traffic (M.O.T.)	0	LS	\$5,000.00	0.00
			<b>Subtotal</b>	<b>413,515.50</b>
<b>DRAINAGE</b>				
a) Inlets / Manholes (<10' depth)	29	EA	\$3,000.00	87,000.00
b) Inlets / Manholes (10' or > depth)	0	EA	\$4,000.00	0.00
c) Control structures	2	EA	\$6,000.00	12,000.00
d) Endwalls	0	CY	\$700.00	0.00
e) Rip-rap	20	CY	\$80.00	1,600.00
f) Storm culvert, 15" dia. or equiv.	828	LF	\$28.00	23,184.00
g) Storm culvert, 18" dia. or equiv.	1,437	LF	\$34.00	48,858.00
h) Storm culvert, 24" dia. or equiv.	1,313	LF	\$48.00	63,024.00
i) Storm culvert, 30" dia. or equiv.	138	LF	\$65.00	8,970.00



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

j) Storm culvert, 36" dia. or equiv.	328	LF	\$88.00	28,864.00
k) Storm culvert, 48" dia. Or equiv.	0	LF	\$125.00	0.00
l) Exfiltration trench	0	LF	\$100.00	0.00
			<b>Subtotal</b>	<b>273,500.00</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"	2,689	LF	\$23.50	63,191.50
d) Water main, 10"	0	LF	\$31.25	0.00
e) Water main, 12"	0	LF	\$40.00	0.00
f) Water service, single	32	EA	\$790.00	25,280.00
g) Water service, double	43	EA	\$930.00	39,990.00
h) Fire hydrant assembly	6	EA	\$3,600.00	21,600.00
i) Sewer main, 8" gravity (<=8' depth)	1,234	LF	\$28.00	34,552.00
j) Sewer main, 8" gravity (<8'-12' depth)	1,000	LF	\$43.00	43,000.00
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")	236	LF	\$13.50	3,186.00
n) Sewer manhole (<=8' depth)	8	EA	\$2,900.00	23,200.00
o) Sewer manhole (<8'-12' depth)	5	EA	\$3,850.00	19,250.00
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	4	EA	\$900.00	3,600.00
s) Sewer lateral, double	57	EA	\$1,100.00	62,700.00
t) Lift Station	1	EA	\$400,000.00	400,000.00
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>\$739,549.50</b>

### TRAFFIC

a) Signage	1	LS	\$2,500.00	2,500.00
b) Striping	1	LS	\$5,000.00	5,000.00
c) Control devices (signals)	0	EA	\$0.00	0.00
			<b>Subtotal</b>	<b>\$7,500.00</b>

### SURVEY

a) Setting P.C.P.'s	1	LS	\$5,000.00	5,000.00
b) Setting and replacing all P.R.M.'s	1	LS	\$2,500.00	2,500.00
c) Setting all lot corners	1	LS	\$5,000.00	5,000.00
			<b>Subtotal</b>	<b>\$12,500.00</b>



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

### MISCELLANEOUS

a)	Survey	1	LS	\$10,000.00	10,000.00
b)	Demolition	19,200	SF	\$10.00	192,000.00
				<b>Subtotal</b>	<b>\$202,000.00</b>

**TOTAL ESTIMATED COST OF IMPROVEMENTS** **\$1,831,248.00**

### \*\*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:

Kenneth Rau  
Professional Engineer's Name

Professional Engineer's Signature / Seal

P.E. No.

Date

The MilCor Group, Inc. C.A. #28246  
Firm's Name and Licensed Business No. (if applicable)

10975 SE Federal Highway, Hobe Sound, FL 33455  
Firm's Address

772-223-8850  
Phone No.

County Engineer's (or designee) Acceptance