

**INFRASTRUCTURE AGREEMENT
FOR WASTEWATER IMPROVEMENTS IN
BELLE HAVEN PLANNED DEVELOPMENT**

This Infrastructure Agreement ("AGREEMENT") is made and executed as of the Effective Date (defined in Section 11 below) between Pulte Home Company, LLC, a Michigan limited liability company, whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 ("DEVELOPER") and Polk County, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33831 ("POLK COUNTY"). DEVELOPER and POLK COUNTY are referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the DEVELOPER is the owner and developer of the Belle Haven Project (the "Project") that is to be developed on real property (the "Property") described on the attached Exhibit "A" to this Agreement; and

WHEREAS, POLK COUNTY is the utility provider for wastewater services for the Project which is located in the POLK COUNTY Northeast Regional Utility Service Area; and

WHEREAS, the development of the Project will require a lift station, additional grading and earthwork and an increase in the size of the wastewater force main and wastewater gravity sewer main which will convey wastewater into the existing POLK COUNTY wastewater system; and

WHEREAS, POLK COUNTY desires to construct one regional wastewater lift station to develop a more efficient and cost-effective wastewater system in this Project; and

WHEREAS, POLK COUNTY has Community Improvement Program funds available to pay the projected cost to perform the additional grading and earthwork, upgrade the DEVELOPER's proposed supporting lift station to a regional wastewater lift station and to up-size the Force Main (hereafter defined) and Sewer Main (as hereafter defined) as depicted and described on Exhibit "B" attached hereto; and

NOW, THEREFORE, in consideration of mutual promises and other considerations contained herein, the Parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation which is the basis for the AGREEMENT.

2. Project Description. The Project has been approved by POLK COUNTY to construct a maximum of 183 single family and 170 townhomes with associated subdivision improvements, including certain amenities, on the Property. The approved site construction plans for the Project are incorporated into this AGREEMENT by reference and require the DEVELOPER to construct and install certain supporting wastewater improvements.

3. Regional Lift Station. In lieu of constructing a lift station sufficient to support the approved Project as described in the documents identified in Section 6 below, POLK COUNTY has requested and the DEVELOPER has agreed to fund, design, permit and construct a regional wastewater lift station (the "Regional Lift Station") designed to accommodate wastewater flows from the surrounding undeveloped and/or developed areas in addition to the wastewater flows from Project. The amount of flow generated by future development of the surrounding area has been determined to be 129 gallons per minute (GPM). Accordingly, when designing, permitting and constructing the Regional Lift Station the DEVELOPER shall increase the size of the wet well diameter from the formerly planned 8 feet to 12 feet. The DEVELOPER shall warrant the Regional Lift Station in accordance with the applicable sections of the Polk County Utility Code.

The DEVELOPER shall dedicate and convey the parcel of the Property which is more specifically described and depicted on the attached Exhibit "B" to the Agreement for use as the Regional Lift Station (the "Regional Lift Station Parcel"). The DEVELOPER shall convey fee simple title of such Regional Lift Station Parcel at no cost to POLK COUNTY with a clear and marketable title. The conveyance shall be by a warranty deed, in the form shown on the attached Exhibit "C", and shall occur after the Regional Lift Station has been properly completed and permitted, and prior to any certificate of occupancy being issued by POLK COUNTY for the Project.

4. Force Main and Sewer Main. The DEVELOPER shall fund design, permit, and construct the following: (i) a 10-inch force main, rather than a 6-inch force main, from the Regional Lift Station, north along the roadway immediately to the west of the Regional Lift Station and turning west to the existing force main that discharges from Indigo at Champions Ridge Apartments private lift station (the "Force Main"); (ii) a 10-inch gravity sewer main, rather than an 8-inch gravity sewer main, from the Regional Lift Station north along the proposed roadway of the Project immediately to the east of the Regional Lift Station terminating in the SS-6 manhole on the approved plans (the "Sewer Main"), all as more particularly depicted on Exhibit "B" attached hereto, and (iii) a 4-inch force main from the existing force main from the Indigo at Champions

Ridge Apartments private lift station at the point of increase from 4-inch to 10-inch to manhole SS-6 as identified on the approved Project plans.

5. Earthwork. In connection with constructing the Regional Lift Station and Force Main and Sewer Main, POLK COUNTY has requested and the DEVELOPER has agreed to undertake certain additional grading and earthwork along the roadway immediately to the west of the Regional Lift Station as depicted on Exhibit "B" attached hereto (the "Earthwork"), the costs for which are described on Exhibit "D" attached hereto.

6. Construction. The DEVELOPER shall design, permit and construct the wastewater system improvements as described in Sections 3 and 4 above ("Wastewater System Improvements"), in accordance with Site Construction Plans approved by POLK COUNTY; and the Polk County Land Development Code and Utility Code. The site plans approved by POLK COUNTY are identified as Project No. LDRES-2021-6 and POLK COUNTY UTILITIES Project No. 2020.12.20.0 and are maintained in the Polk County Land Development Division. The Wastewater System Improvements shall also meet the applicable rules and regulations of the Florida Department of Environmental Protection.

7. Wastewater System Improvements. The DEVELOPER shall submit the necessary construction and financial information to ensure that these Wastewater System Improvements are properly constructed and that all contractors and subcontractors have been paid in full. The following written documentation shall be submitted to POLK COUNTY no later than 60 days after construction has been completed: (1) copies of field inspections, (2) Letter of Dedication, (3) Engineer of Record Certification, (4) Contractor's Certificate of Completion, (5) wastewater system Schedule of Values, (6) contractor invoices and payments, (7) Releases of Liens, and (8) Final Record Drawings that meet the Polk County Land Development Code and Utility Code; and the POLK COUNTY financial and accounting requirements. Upon receipt of all such documentation, POLK COUNTY shall have 30 days to review and determine whether the submitted documentation is complete, and if not, request any additional documentation that is needed. Once all required documents have been received the Wastewater System Improvements will be presented to the POLK COUNTY Board of Commissioners for acceptance and ownership.

8. Reimbursement. POLK COUNTY shall reimburse the DEVELOPER a sum not to exceed \$497,471 for the DEVELOPER's actual costs incurred to construct the Wastewater System Improvements and Earthwork as noted on the attached Exhibit "D". The DEVELOPER shall be responsible for all other Wastewater System

Improvements and Earthwork costs. POLK COUNTY shall deliver the reimbursement payment to the DEVELOPER within 30 days after POLK COUNTY has accepted the Wastewater System Improvements as described in Section 7 above.

9. Notices. Whenever either Party desires to give notice to the other, it must be given by written notice delivered: (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 9. For the present, the parties designate the following as the respective places for giving of notice:

9.1. Notice to POLK COUNTY shall be:

Utilities Division Director
Utilities Division
1011 Jim Keene Blvd.
Winter Haven, FL 33880

with a copy to
County Attorney
330 West Church Street
Bartow, FL 33830

9.2 Notices to DEVELOPER shall be:

Pulte Home Company, LLC
4901 Vineland Road, Suite 500
Orlando, Florida 32811
Attn: Clint Ball, Division President, North Florida Division

Notices shall be effective upon receipt or upon refusal to accept receipt.

10. Effective Date. The Effective Date of this AGREEMENT shall be the date in which POLK COUNTY executes this AGREEMENT.

11. Expiration. This AGREEMENT shall terminate upon full completion of the following: POLK COUNTY accepts the Wastewater System Improvements for ownership; and the DEVELOPER has received the reimbursement payment for the Wastewater System Improvements.

12. Default and Remedy. If either Party materially defaults in its obligations under this AGREEMENT and fails to cure the same within thirty (30) days after the date the

Party receives written notice of the default from the other non-defaulting Party, then the non-defaulting Party shall have the right to (i) immediately terminate this AGREEMENT by delivering written notice to the materially defaulting Party, and (ii) pursue any and all remedies available in law, equity, and under this AGREEMENT.

13. Limitation of Liability. IN NO EVENT, SHALL POLK COUNTY BE LIABLE TO THE DEVELOPER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY POLK COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

14. Indemnity. The DEVELOPER shall indemnify, defend (by counsel reasonably acceptable to POLK COUNTY), protect and hold harmless POLK COUNTY and its officers, employees and agents from and against any and all claims, demands, actions, causes of action, suits, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals there from) arising out of or resulting from the design, permitting and construction of the Wastewater System Improvements that are caused in whole or in part by an act or omission of the DEVELOPER, its engineers, designers, contractors, subcontractors, material suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The foregoing indemnity shall (i) in no way cover any negligent acts, negligent omissions or negligent misrepresentations of POLK COUNTY, its officers, employees or agents, and (ii) not be applicable to claims and disputes arising from events occurring one or more years after conveyance of the Wastewater System Improvements to POLK COUNTY pursuant to the AGREEMENT. The provisions of this Section 14 shall survive the expiration or earlier termination of this AGREEMENT.

15. Insurance.

15.1 The DEVELOPER shall require its engineer (and other design professionals) who participate in the design, permitting and construction of the Wastewater System Improvements to acquire and maintain Professional Liability Insurance in the amount of \$2,000,000.00 per occurrence, exclusive of defense costs, and the Commercial General Liability, Comprehensive Auto Liability, and Workers Compensation coverages stated in Section 15.2. below.

15.2 The DEVELOPER shall require its engineer (and other design professionals), general contractor, other contractors and subcontractors who participate in the design, permitting and construction of the Wastewater System Improvements to acquire and maintain the following types of insurance with at least the following minimum limits of liability:

Commercial General Liability:	\$1,000,000.00 per occurrence
Comprehensive Automobile Liability	\$1,000,000.00 per occurrence
Workers Compensation	Statutory Limits
Employers Liability	\$1,000,000.00

15.3 All insurance must be provided by a carrier licensed to do business in the State of Florida having an A.M. Best rating of at least the "A" category and size category of VIII. POLK COUNTY shall be named as an additional insured on General Liability and Automobile Liability policies. The General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of POLK COUNTY.

15.4 The DEVELOPER shall provide POLK COUNTY original Certificates of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. POLK COUNTY must be identified on the Certificates as follows: "Polk County, a political subdivision of the State of Florida."

16. Waiver. A waiver by either Party of any breach of this AGREEMENT shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach of this AGREEMENT. The making or acceptance of a payment by either Party with the knowledge of the other party's existing default or breach of this AGREEMENT shall not waive such default or breach, or any subsequent default or breach of this AGREEMENT, and shall not be construed as doing so.

17. Attorneys' Fees and Costs. Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this AGREEMENT, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

18. Modification. This AGREEMENT may only be modified by a written amendment properly executed by the Parties. No oral modifications will be effective or binding.

19. Integration. This AGREEMENT sets forth the entire AGREEMENT between the Parties with respect to its subject matter and there are no promises or understandings other than those stated herein. This AGREEMENT supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the Parties pertaining to the construction of the Wastewater System Improvements, whether written or oral.

20. Counterparts. This AGREEMENT may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single AGREEMENT.

21. Governing Law; Venue. This AGREEMENT shall be governed and interpreted in accordance with the laws of the State of Florida. Venue for any action relating to this AGREEMENT shall be the Tenth Judicial Circuit, Polk County, Florida.

22. Binding Effect; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of all successors and assigns of the Parties.

23. Employment Eligibility; Verification (E-Verify).

23.1 Unless otherwise defined herein, terms used in this section, which are defined in Section 448.095, Florida Statutes, as amended from time to time, shall have the meaning ascribed in said statute.

23.2 Pursuant to Section 448.095(5), Florida Statutes, the Developer (as contractor hereto) and any subcontractor thereof must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that: (i) POLK COUNTY and the contractor may not enter into the Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontract hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and POLK COUNTY may treat a failure to comply as a material breach of this Agreement.

23.3 By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

24. Severability. If any section, phrase, sentence or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

The remainder of this page is intentionally left blank; the Agreement continues on the following page with the Parties' signatures.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have made and executed this Agreement as of the Effective Date.

POLK COUNTY, FLORIDA

ATTEST:

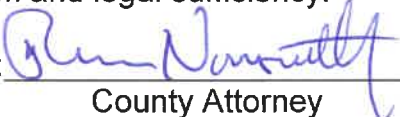
Stacy M. Butterfield
Clerk of the Board

By: _____
George Lindsey III, Chair
Board of County Commissioners

Deputy Clerk

Executed on _____, 2023

Approved by the County Attorney as to
form and legal sufficiency:

By: 
County Attorney

Date: _____

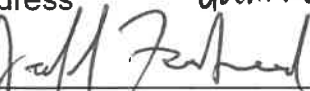
WITNESSES

PULTE HOME COMPANY, LLC,
a Michigan limited liability company


Signature


SEAN BAILEY
Print Name

4901 VINELAND RD, SUITE 500
Address ORLANDO, FL 32811


Signature

Jeff Farhood
Print Name

Address


Signature

Christopher Wenn
Print Name

Vice President - Land Development
Title

Title

STATE OF Florida

COUNTY OF Orange

The foregoing instrument is hereby acknowledged before me this 28 day of August, 2023, by Christopher Wrenn, as VP of Land Dev. of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of the Company. He/She is personally known to me or has produced as identification.

NOTARY PUBLIC: 

Seal

My Commission Expires: 08/24/24

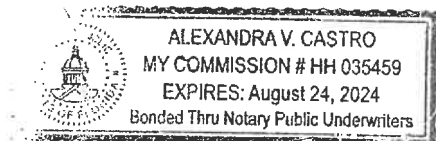


Exhibit A
Legal Description Belle Haven _____

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF AFORESAID SOUTHWEST 1/4 OF SECTION 6; THENCE RUN SOUTH 89°10'48" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 1409.40 FEET TO A POINT ON A LINE PARALLEL WITH AND 80.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF AFORESAID SOUTHWEST 1/4 OF SECTION 6; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°11'35" WEST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF DUNSON ROAD AND A POINT ON THE NORTH BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7574, PAGE 948 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID PARALLEL LINE RUN SOUTH 89°10'48" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE AND SAID NORTH BOUNDARY LINE FOR A DISTANCE OF 791.62 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 10851, PAGE 2085 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE AND SAID NORTH BOUNDARY LINE RUN NORTH 11°20'41" WEST ALONG THE EAST LINE OF SAID PARCEL FOR A DISTANCE OF 696.66 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE DEPARTING SAID EAST LINE RUN NORTH 08°15'05" WEST FOR A DISTANCE OF 155.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 10,000.00 FEET WITH A CHORD BEARING OF NORTH 04°12'39" WEST, AND A CHORD DISTANCE OF 1409.26 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°04'52" FOR A DISTANCE OF 1410.43 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 00°10'13" WEST FOR A DISTANCE OF 320.39 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3022, PAGE 1649 OF AFORESAID PUBLIC RECORDS; THENCE RUN NORTH 89°49'47" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 239.92 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 89°59'52" EAST FOR A DISTANCE OF 806.76 FEET TO A POINT ON AFORESAID LINE PARALLEL WITH AND 80.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF AFORESAID SOUTHWEST 1/4 OF SECTION 6; THENCE RUN SOUTH 00°11'35" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 2551.97 FEET TO THE POINT OF BEGINNING.

Exhibit B - Regional Lift Station Parcel Legal Description and Sketch

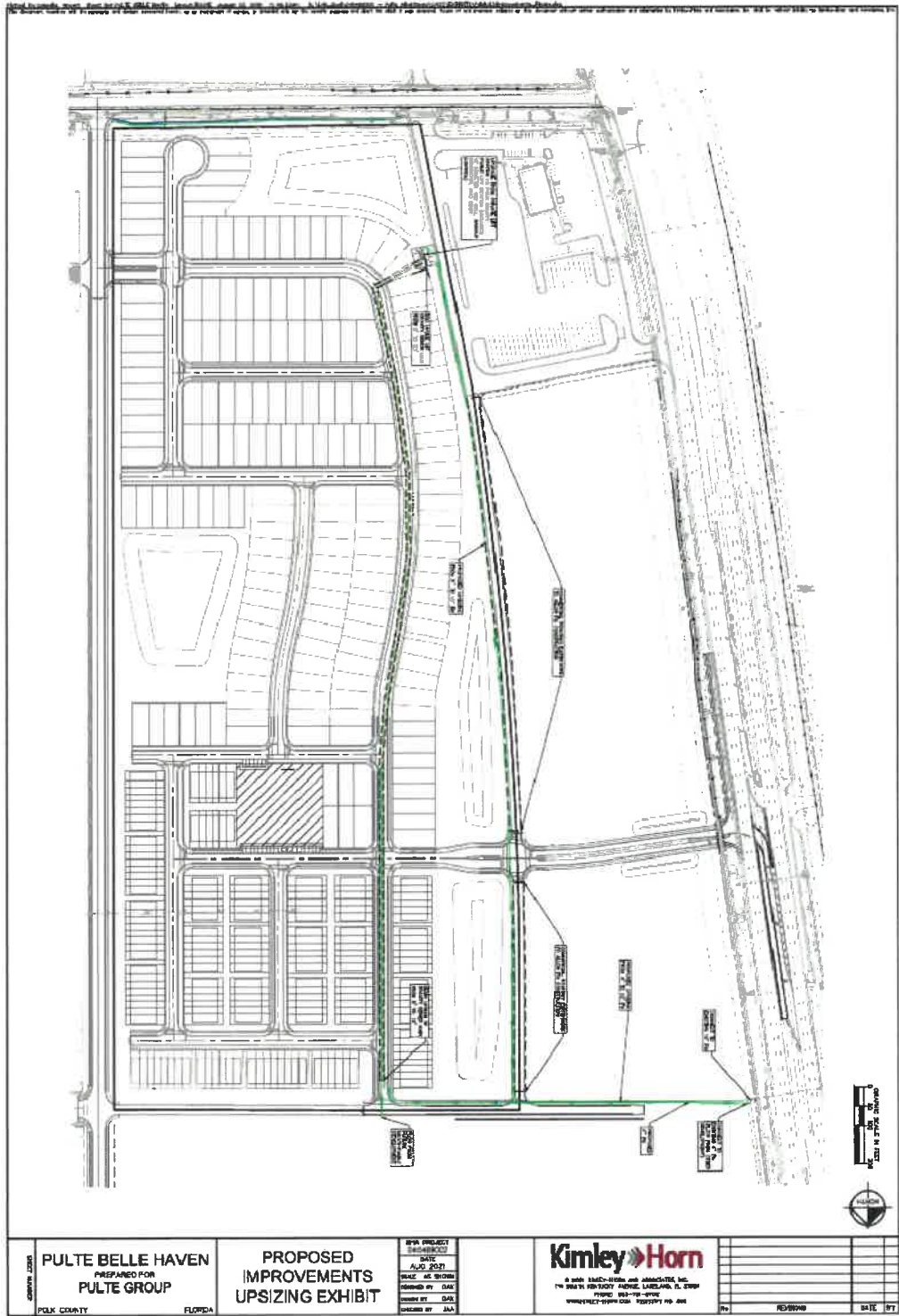




Exhibit C
Warranty Deed Format

Exhibit C
Warranty Deed Format

WARRANTY DEED

THIS INDENTURE, made this _____, day of _____, 202__, between **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811, Grantor, and **Polk County**, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, Florida 33831, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" may be singular or plural and/or natural or artificial, whenever the context so requires 'and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities)

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, its successors and assigns forever the following described land, situate, lying and being in the County of Polk, State of Florida, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining forever; and the said Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed as of the date first written above.

Signed, sealed, and delivered in
the presence of:

WITNESSES:

WITNESS 1

PRINT NAME: _____

WITNESS 2

PRINT NAME: _____

GRANTOR:

PULTE HOME COMPANY, LLC
a Michigan limited liability company

By: _____

Name: _____

Title: _____

State of Florida

County of _____

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this _____ day of _____, 202__ by _____, as _____ of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of the company, who is _____ personally known to me, or _____ who has produced _____ as identification.

Notary Public

[Seal]

Exhibit D
Wastewater Infrastructure Improvements Costs

Probable Costs to Construct 8-ft Diameter Lift Station and 6" FM

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS PULTE BELLE HAVEN 8-FT DIAMETER LIFT STATION AND 6" FM					
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
I. GENERAL CONDITIONS					
1	Mobilization and Misc.	1	LS	\$ 50,000.00	50,000.00
SUBTOTAL					\$ 50,000
II. PROPOSED IMPROVEMENTS					
2	8' Diameter Wetwell	1	LS	\$ 60,000.00	60,000.00
3	Lift Station Piping, Valves, & Fittings	1	LS	\$ 36,000.00	36,000.00
4	Pumps and Control Panels	1	LS	\$ 146,000.00	146,000.00
5	6" FM Open Cut	872	LF	\$ 60.00	52,000.00
6	6" Directional Drill	300	LF	\$ 100.00	30,000.00
7	6" Valves	2	EA	\$ 1,500.00	3,000.00
8	Restoration	1	EA	\$ 5,000.00	5,000.00
SUBTOTAL					\$ 332,000.00
SUMMARY					
I. GENERAL CONDITIONS					\$ 50,000
II. PROPOSED IMPROVEMENTS					\$ 332,000
CONSTRUCTION TOTAL					\$ 382,000
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.					

Probable Costs to Construct 12-ft Diameter Lift Station and 10" FM

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS PULTE BELLE HAVEN 12-FT DIAMETER LIFT STATION, 10" FM, and 4" FM					
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
I. GENERAL CONDITIONS					
1	Mobilization and Misc.	1	LS	\$ 50,000.00	50,000.00
SUBTOTAL				\$	50,000
II. PROPOSED IMPROVEMENTS					
2	12' Diameter Wetwell	1	LS	\$ 90,000.00	90,000.00
3	Lift Station Piping, Valves, & Fittings	1	LS	\$ 54,000.00	54,000.00
4	Pumps and Polk County Standard Control Panels	1	LS	\$ 156,000.00	156,000.00
5	4" FM Open Cut	978	LF	\$ 50.00	49,000.00
6	10" FM Open Cut	2,859	LF	\$ 80.00	229,000.00
7	10" Valves	3	EA	\$ 3,000.00	9,000.00
8	Backup Generator	1	EA	\$ 34,000.00	34,000.00
9	Restoration	1	EA	\$ 5,000.00	5,000.00
SUBTOTAL				\$	626,000.00
SUMMARY					
I. GENERAL CONDITIONS				\$	50,000
II. PROPOSED IMPROVEMENTS				\$	626,000
CONSTRUCTION TOTAL				\$	676,000
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.					

Probable Cost for Additional Grading and Earthwork

Engineer's Opinion of Probable Cost Estimate PULTE BELLE HAVEN - COUNYT EARTHWORK SHARE U.S. 27 Polk County, Florida

ITEM NUMBER	LINE ITEM	QTY	UNIT	UNIT PRICE	TOTAL COST
0120 1	Regular Excavation (unfactored)	14495	CY	\$6.68	\$96,826.60
0120 6	Embankment (unfactored)	9205	CY	\$10.21	\$93,983.05
0570 1 1	Performance Turf	13762.0	SY	\$0.92	\$12,661.04
Total					\$203,471
Disclaimer: The Consultant 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 FDOT's Pay Item Cost History using 12 month State Wide Average. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.					

Reimbursement = 12' Diameter Lift Station + 10" FM + 4" FM Cost – (8' Diameter Lift Station + 8" FM) + Additional Grading and Earthwork

Reimbursement = \$676,000 - \$382,000 + \$203,471 = \$497,471



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jeanne Miller
Johnson & Company	PHONE (A/C, No, Ext): (407) 843-1120 FAX (A/C, No): (407) 843-5772
801 N Orange Avenue	E-MAIL ADDRESS: jmillier@johnsonandcompany.net
Suite 510	
Orlando FL 32801	INSURER(S) AFFORDING COVERAGE
	INSURER A: NATIONAL FIRE INSURANCE COMPANY NAIC # 20478
	INSURER B: Great American Insurance Co 16691
	INSURER C: Bridgefield Employers Ins. Co. 10701
	INSURER D: Travelers Property & Casualty 25674
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2391916980 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7039675045	07/11/2023	07/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7039675028	07/11/2023	07/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			TUE4036611 02	07/11/2023	07/11/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0830-56551	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equipment			QT-630-7W943119-TXS-23	07/11/2023	07/11/2024	Limit \$500,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Belle Haven Agreement

CERTIFICATE HOLDER

CANCELLATION

Polk County, A Political Subdivision
of the State of Florida
330 W Church St MC #AS05
Bartow FL 33830

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE