

INFRASTRUCTURE AGREEMENT FOR HWY 27 AND FOUR CORNERS BLVD INTERSECTION

THIS INFRASTRUCTURE AGREEMENT ("AGREEMENT") is made and entered by and between, BLACKFIN CHAMPIONS, LLC, a Florida limited liability company ("DEVELOPER"), and POLK COUNTY, FLORIDA, a political subdivision of the State of Florida (the "COUNTY"). DEVELOPER and COUNTY, as and when each executes this AGREEMENT, are sometimes referred to collectively as the "PARTIES" and individually as a "PARTY."

WITNESSETH:

WHEREAS, the DEVELOPER is the owner or master developer of certain real property located at the intersection of U.S. Highway 27 and Four Corners Boulevard in unincorporated Polk County, Florida identified as Parcel Number 26-25-25-998496-000030, 26-25-25-998496-000040, and 26-25-25-998496-000050, 26-25-25-998496-000010, 26-25-25-998496-000020, 26-25-25-998496-000060, 26-25-25-998496-000110, 26-25-25-998496-000100, 26-25-25-998496-000070, 26-25-25-998496-000080 & 26-25-25-998496-000090 ("Property")¹; and

WHEREAS, the DEVELOPER has processed, and the COUNTY has approved certain approvals regarding the above-described Property to be developed as Champions Station ("Project"); and

WHEREAS, the DEVELOPER is willing to construct certain offsite transportation improvements concerning the intersection of Highway 27 and Four Corners Boulevard, as depicted in **Exhibit A**, and as hereinafter described (the "Transportation Improvements"); and

WHEREAS, the DEVELOPER has requested, and the COUNTY has agreed, to reimburse the DEVELOPER for its actual costs incurred for the Transportation Improvements, provided, however, that except as provided herein, such reimbursable amount shall not exceed \$738,189.87 (the "Reimbursement Amount"), which amount reflects the estimated cost of the Transportation Improvements based on the budget attached hereto as **Exhibit C** (the "Budget"); and

WHEREAS, the PARTIES desire to set forth in writing the terms and conditions of their understanding and agreement related to the DEVELOPER'S construction of the Transportation Improvements described herein; and

WHEREAS, this AGREEMENT is in the best interest of the public health, safety and welfare of Polk County, Florida and provide a benefit to the residents of Polk County.

NOW, THEREFORE, in consideration of the mutual covenants, premises and promises hereinafter set forth, the receipt, adequacy and sufficiency of which are hereby acknowledged, the PARTIES hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct in all respects and are expressly incorporated herein by reference.

¹ NTD: Parcel Numbers 26-25-25-998496-000010 and 26-25-25-998496-000020 are owned by GTC LLLP; Parcel Number 26-25-25-998496-000060 is owned by Modwash LLC; Parcel Numbers 26-25-25-998496-000110, 26-25-25-998496-000100 and 26-25-25-998496-000090 are owned by Champions Station Owners Association, Inc.; Parcel Number 26-25-25-998496-000070 is owned by HLSSIII Davenport LLC; and Parcel Number 26-25-25-998496-000080 is owned by T AND P Davenport LLC.

2. **Effective Date.** The Effective Date of this AGREEMENT shall be the date in which the COUNTY executes this AGREEMENT.

3. **Transportation Improvements.** The COUNTY and the DEVELOPER agree to the following terms and conditions: the DEVELOPER shall construct a right turn lane for east bound traffic on Four Corners Blvd onto Hwy 27, as depicted in the approved construction plans for the Transportation Improvements prepared by HDR Engineering, Inc., Polk County Project No. 5400169 dated 8/31/22 for the COUNTY and more particularly depicted in **Exhibit B** (the “**Plans and Specifications**”). The Transportation Improvements are reflected in the Plans and Specifications. The DEVELOPER shall bear the full responsibility for payment of all costs, construction and otherwise, related to the construction of the Transportation Improvements in accordance with the Plans and Specifications. Subject to the terms of Section 7.D below, COUNTY shall reimburse, in cash, DEVELOPER for such costs including, without limitation, a construction management fee in an amount equal to 15% of the cost, including without limitation related debt, finance, maintenance, surety and other related carrying costs associated with undertaking the work.

4. **Plans, Specifications, and Permits**

A. The Transportation Improvements, shall be constructed by the DEVELOPER according to the Plans and Specifications. The Plans and Specifications are a material part of this AGREEMENT and have been used by the DEVELOPER to obtain the bid for construction of the Transportation Improvements used to establish the Budget.

B. The Plans and Specifications for the Transportation Improvements may be modified through the mutual agreement of the DEVELOPER and the COUNTY by change order as actual construction of the Transportation Improvements progresses. Proposed modifications and change orders will be provided by the DEVELOPER to the COUNTY for review. To be effective and binding against the COUNTY, however, any and all such modifications and change orders must be in writing, executed by the COUNTY and the DEVELOPER. Any modifications or change orders that increase, in the aggregate, the Budget by ten percent (10%) or less shall require written approval by the COUNTY. Any modifications or change orders that increase, in the aggregate, the Budget by more than ten percent (10%) shall require a fully executed amendment to this AGREEMENT.

5. **Construction Requirements.**

A. The DEVELOPER shall enter into a Contract for Construction of the Improvements (the “**Construction Contract**”) with the selected contractor (the “**Contractor**”) that includes execution of the work in accordance with the Plans and Specifications. Upon execution of a final Construction Contract, the DEVELOPER will provide a copy of the Construction Contract to the Polk County Roads and Drainage Division. The COUNTY hereby acknowledges that execution of this Agreement constitutes approval by the COUNTY of the Plans and Specifications and the Budget. The County further acknowledges that the Construction Contract will include additional work relating to the Property and other offsite work beyond the scope of the Transportation Improvements, and DEVELOPER will use commercially reasonable efforts to separately allocate the cost of the Transportation Improvements from overall contract sum due Contractor pursuant to the Construction Contract.

B. The DEVELOPER shall not begin construction on the Transportation Improvements until a written Notice to Proceed has been provided to the DEVELOPER by the Polk County Roads and Drainage Division which shall not be unreasonably withheld, conditioned, or delayed.

C. Prior to the commencement of construction and after the written Notice to Proceed has been provided to the DEVELOPER, the DEVELOPER shall schedule, notice, and attend a pre-construction conference with the DEVELOPER'S engineer, DEVELOPER'S contractor, Polk County Land Development Division, and all involved utility companies. The DEVELOPER agrees to provide notice of the meeting at least seven (7) days in advance of such meeting so as to allow the relevant parties and entities to attend.

D. The COUNTY may periodically inspect and monitor the work site during construction of the Transportation Improvements. If, during construction, the COUNTY finds the work, materials, or equipment are defective, the COUNTY will give the DEVELOPER written notice of the defect and the DEVELOPER agrees to correct the defective condition within thirty (30) days of the DEVELOPER'S receipt of such notice, or such longer period as may be necessary to correct the defect. If the DEVELOPER fails to correct the deficiency, the COUNTY may take any action necessary on the DEVELOPER'S behalf, including correcting the deficiency, removing deficiencies, or utilizing COUNTY'S contractor to complete the work.

E. Upon completion of the Transportation Improvements in accordance with the Plans and Specifications, the Parties shall follow the procedures set forth in Section 7 below.

F. The Transportation Improvements shall be completed on or before one hundred eight (180) days after the later of the following: (i) DEVELOPER'S pre-construction conference with the COUNTY regarding the Transportation Improvements, (ii) DEVELOPER'S permit kick-off meeting with FDOT regarding the Transportation Improvements, or (iii) receipt of all permits for the Transportation Improvements, unless a later date is mutually agreed to by the Parties, which agreement shall not be unreasonably withheld. The DEVELOPER shall provide the COUNTY a monthly construction management status report during the term of this AGREEMENT. Upon completion of the Transportation Improvements, the DEVELOPER shall notify the COUNTY, in writing, of the completed construction.

G. The schedule of qualifying improvements eligible for reimbursement by the COUNTY hereunder is set forth and described in the Budget. The estimated cost of the Transportation Improvements, including a 10% contingency, is \$738,189.87, as set forth and further described the Budget. Subject to the terms of Section 7.D below, the COUNTY agrees to reimburse the DEVELOPER the Reimbursement Amount, with any increase as described in Section 4 B above. The procedure for the DEVELOPER to request reimbursement from the COUNTY shall follow Section 7, below.

6. **Maintenance.** For purpose of this AGREEMENT, 'maintenance' includes, but is not limited to, mowing, edging, trimming, and irrigating. After the Notice to Proceed is issued to DEVELOPER and prior to acceptance of the Transportation Improvements, the DEVELOPER or the DEVELOPER'S contractor shall be responsible for the maintenance of Four Corners Blvd. and proper maintenance of traffic, however such maintenance shall only be required within the construction limits of the Transportation Improvements. The DEVELOPER or the DEVELOPER'S contractor shall additionally be responsible for maintaining the job site in a safe manner for access by vehicles, pedestrians, and bicycle traffic during construction of the Transportation Improvements.

7. Inspection; Reimbursement Procedures; and Conveyance of Transportation Improvements.

A. Upon receipt of the Developer's completion notification described in Section 5.F., above, the COUNTY shall conduct or cause to be conducted within seven (7) business days such inspections of the Transportation Improvements as it may desire in order to determine that the construction of the Transportation Improvements comply with applicable laws and conforms to the Plans and Specifications ("**Inspection**"). Upon completion of the Inspection, the COUNTY shall issue a letter to the DEVELOPER indicating that the Transportation Improvements comply with the approved Plans and Specifications and that COUNTY accepts the Transportation Improvements.

B. Within ten (10) business days of the issuance of the COUNTY's letter described in Section 7.A., above, the DEVELOPER shall submit to the COUNTY all construction information necessary to ensure that Transportation Improvements have been properly constructed in accordance with COUNTY standards and all the Contractor and all subcontractors having provided a Notice to Owner with respect to work relating to the Transportation Improvements (the "**Subcontractors**") have been paid in full for the Transportation Improvements (collectively referred to herein as the "**Documentation**"). The Documentation shall include, without limitation, the following items relating to the Transportation Improvements: (i) acceptable "as-built" drawings, (ii) detailed construction costs and invoices, (iii) copies of payments to the Contractor, (iv) releases of lien from the Contractor and Subcontractors, and (iv) any required certifications to permitting agencies. Upon receipt of all such Documentation, the COUNTY shall have ten (10) business days (the "**Review Period**") to review the Documentation to ensure that it is complete; if the COUNTY notifies DEVELOPER within the Review Period that the Documentation is incomplete, the DEVELOPER shall provide the additional Documentation requested by the COUNTY and the same process shall be followed until all Documentation has been provided to and approved by the COUNTY. Within forty-five (45) days after the Documentation is approved (or deemed approved), the COUNTY shall reimburse the DEVELOPER for the cost of the Transportation Improvements up to the dollar amount listed in Section 5.G., above; subject, however, to the limitations and provisions of Section 7.D below.

C. After the COUNTY accepts the Transportation Improvements as provided in Section 7.A above, it shall thereafter be responsible for the operation and maintenance of the Transportation Improvements so conveyed to the COUNTY. Through a maintenance surety of ten (10%) of the actual costs of the Transportation Improvements, in a form acceptable to the COUNTY and at the sole costs and expense of the COUNTY, the DEVELOPER shall warrant the Transportation Improvements from any and all defects for a period of one year from the date of the COUNTY's letter described in Section 7.A., above. If the warranty period has not been completed prior to the expiration of this AGREEMENT, then this Section 7.C. shall survive the termination of this AGREEMENT until the end of the warranty period.

D. The COUNTY acknowledges that the Property is subject to that certain Mortgage and Security Agreement from DEVELOPER to Seacoast National Bank ("**Lender**"), recorded July 20, 2022, in Book 12345, Page 1428 Public Records of Polk County, Florida, evidencing a loan from Seacoast to DEVELOPER in the original principal amount of \$8,434,000.00 (the "**Loan**"), and further acknowledges that Lender intends to make an additional loan to DEVELOPER to facilitate DEVELOPER'S construction of the Transportation Improvements, (the Additional Loan") and will require that DEVELOPER execute and deliver to Lender a collateral assignment of this AGREEMENT to Lender as security for the Additional Loan. COUNTY hereby consents to the foregoing collateral assignment and acknowledges that on the basis of DEVELOPER'S direction in Section 7.E., below, COUNTY will disburse directly to Lender the cost of

the Transportation Improvements (or any portion thereof) in lieu of disbursement to DEVELOPER, as the same becomes due and payable in accordance with the terms of this AGREEMENT. The terms of this Section 7.D will govern, supersede and control over any conflicting terms and conditions contained in this Agreement.

E. DEVELOPER hereby provides notice to the COUNTY that all payments due DEVELOPER from the COUNTY under this AGREEMENT, shall be made solely to Lender until such time as Lender notifies COUNTY that the DEVELOPER has paid the Loan in full.

8. **Development Approvals.** This AGREEMENT shall in no manner constitute a development approval regarding the Property or Project. DEVELOPER must comply with all applicable provisions of the Polk County Land Development Code and conditions regarding the development of the Property and Project.

9. **Self-Help Provision.** In the event DEVELOPER proceeds with the Transportation Improvements according to the terms set forth herein and the COUNTY desires to expedite the overall construction of the Transportation Improvements, the COUNTY shall be permitted, upon delivery of written notice to DEVELOPER ("**Written Notice**"), to assume DEVELOPER'S responsibilities related to the construction of the Transportation Improvements. If COUNTY exercises its rights set forth in this Section 9, then DEVELOPER is released from any liability or obligation arising after delivery of Written Notice with respect to Transportation Improvements or that portion of the Transportation Improvements for which the COUNTY assumes responsibility. In such event, the COUNTY shall be entitled to ownership of the Plans and Specifications and all permits (including environmental permits) granted to DEVELOPER in connection with the Transportation Improvements and DEVELOPER shall use its diligent, good faith efforts to ensure the successful transfer of the same to the COUNTY; provided, however, that all costs related to construction then performed by DEVELOPER shall nonetheless be reimbursed by the COUNTY to DEVELOPER prior to the COUNTY'S commencement of the work pursuant to this Self-Help Provision.

10. **Approvals.** In those instances, in which a party's approval, consent or satisfaction is required under this AGREEMENT, and a time period is not specified, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame, not to exceed ten (10) days. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this AGREEMENT.

11. **Indemnification.** DEVELOPER, its successors, and assigns shall protect, defend, indemnify, and hold harmless, the COUNTY, its officers, commissioners, council members, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable, actually incurred, attorney's fee or other expenses or liabilities, of every kind and character resulting from any error, omission, or negligent act of DEVELOPER itself, its agents, contractors, subcontractors, employees, or representatives in the performance of its obligations under this AGREEMENT. The foregoing indemnification obligation shall not apply to the extent of the negligence of the COUNTY. The COUNTY is a political subdivision of the State of Florida that possesses sovereign immunity except for the limited waiver stated in Section 768.28, Florida Statutes. To the limited extent specified in Section 768.28, the COUNTY may be responsible for certain damages for injury or loss of property caused by negligent acts or omissions of its employees acting within the scope of the employee's office or employment. However, nothing stated in this AGREEMENT is, or shall be deemed to be: (i) a waiver of the COUNTY's sovereign immunity as stated in Section 768.28; (ii) an extension of the limited waiver of its sovereign immunity as stated in Section 768.28; (iii) a waiver of any requirement or condition stated in Section 768.28; or (iv) the COUNTY's consent to be sued.

12. **Insurance.**

A. Intentionally Deleted.

B. While this AGREEMENT remains in effect, DEVELOPER shall maintain, or cause its agents and contractors to 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

C. 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. The 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 the COUNTY.

D. The DEVELOPER shall provide the COUNTY Certificates of Insurance satisfactory to the COUNTY to evidence such coverage promptly following the execution of this AGREEMENT and before any work commences on the Transportation Improvements. The COUNTY must be identified on the Certificates as follows, "Polk County, a political subdivision of the State of Florida." Coverage must commence on the first day work begins.

13. **Term and Nature of Agreement.** With the exception of warranty requirements, this AGREEMENT shall terminate upon satisfaction by the Parties hereto of their respective obligations contained herein. If DEVELOPER is unable to obtain all necessary approvals for the construction of the Transportation Improvements from the COUNTY, or any other governmental agency, or if DEVELOPER is unable to enter a Construction Contract for the Transportation Improvements, the DEVELOPER or COUNTY may terminate this AGREEMENT. If DEVELOPER fails to begin construction of the Transportation Improvements on or before one (1) year from the Effective Date of this AGREEMENT, this AGREEMENT shall be null and void.

14. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e. telecopier device) or within three (3) days after depositing the United State Postal Services, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

County:	Chairman Polk County Board of County Commissioners 330 West Church Street Bartow, Florida 33830
Copy to:	County Attorney Polk County Board of County Commissioners 330 West Church Street Bartow, Florida 33830

Developer: Blackfin Champions, LLC
c/o: Blackfin Partners
4440 PGA Blvd., Ste 600
Palm Beach Gardens, Florida 33410

Lender: Seacoast National Bank
815 Colorado Avenue
Stuart, Florida 34994
Attn: Marcia K. Snyder SVP

All notices provided by the COUNTY or the DEVELOPER shall be copied to Lender.

15. **Public Records**. Pursuant to Section 119.0701, Florida Statutes, DEVELOPER shall comply with the following Florida Public Records' laws:

- A. The DEVELOPER acknowledges POLK COUNTY'S obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the material created under this AGREEMENT. The DEVELOPER further acknowledges that the constitutional and statutory provisions control over the terms of this AGREEMENT. In association with its performance pursuant to this AGREEMENT, the DEVELOPER shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
- B. Without in any manner limiting the generality of the foregoing, the DEVELOPER acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall:
 - a. Keep and maintain public records required by the COUNTY to perform the services required under this AGREEMENT.
 - b. Upon request from the COUNTY'S custodian of public records, or his/her designee, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the DEVELOPER does not transfer the records to the COUNTY.
 - d. Upon completion of the AGREEMENT, transfer, at no cost, to the COUNTY all public records in possession of the DEVELOPER or keep and maintain public records required by the COUNTY to perform the service. If the DEVELOPER transfers all public records to the COUNTY upon completion of the contract, the DEVELOPER shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the DEVELOPER keeps and maintains public records upon completion of the contract, the DEVELOPER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of

public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT POLK COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

16. **Records and Audits.** The DEVELOPER shall maintain in its corporate headquarters or division office all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this AGREEMENT. Such records shall be available at the DEVELOPER'S corporate headquarters at all reasonable times during the term of this AGREEMENT and for three (3) years from the date of final payment under this AGREEMENT pursuant to Section 7 above, such records will be available for audit or inspection by the COUNTY, or its duly authorized agent or representative, upon five (5) business day's prior written notice.

17. **Equal Opportunity Employment.** The DEVELOPER agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this AGREEMENT because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

18. **Amendment.** This AGREEMENT may only be amended or modified by an instrument in writing executed by the Parties hereto or their successors or assigns in interest.

19. **Severability.** If any part of this AGREEMENT is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this AGREEMENT if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this AGREEMENT is declared severable.

20. **Successors; Assignment.** This AGREEMENT shall be binding upon and the benefits and obligations of this AGREEMENT shall inure to all successors or assigns of the Parties. In the event that the DEVELOPER assigns this AGREEMENT and its rights, obligations and responsibilities hereunder to a third party, the DEVELOPER shall provide written notice to the COUNTY.

21. **Disclaimer of Third Party Beneficiaries.** No right or cause of action shall accrue upon or by reason of this AGREEMENT, to or for the benefit of any third party not a formal party hereto, except any successors in interest of the DEVELOPER or the COUNTY.

22. **Governing Law and Venue.** In performing this AGREEMENT, each party will abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party. This AGREEMENT shall be governed by and construed in accordance with laws of the State of Florida. In the event of any legal action concerning this AGREEMENT, venue shall be exclusively in the state

courts in and for Polk County, Florida, or Federal Court in the Middle District of Florida, located in Tampa, Florida, and each party shall be responsible for its own attorneys' fees and costs.

23. **Counterparts.** This AGREEMENT may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

24. **Entire Agreement.** This AGREEMENT constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

25. **Non-Waiver.** No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this AGREEMENT shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this AGREEMENT, at law, or in equity, except that specific performance shall not be a remedy for either party against the other.

26. **Construction of Agreement.** This AGREEMENT shall not be construed against either party on the basis of it being the drafter of this AGREEMENT. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this AGREEMENT. Captions and Paragraph headings in this AGREEMENT are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this AGREEMENT.

27. **Force Majeure.** Should the performance of this AGREEMENT by the DEVELOPER be prevented or delayed by any Act of God or other cause beyond the reasonable control of the DEVELOPER, including but not limited to, pandemic, floods, storm, fire, war, total or partial failure of transportation or delivery facilities, interruption of power, or by any law, regulation or order of any federal, state or local authority, the DEVELOPER'S performance shall be excused to the extent it is thus prevented or delayed. Neither the lack of financial resources, budgetary requirements, crop revenues, harvesting schedules, nor such other errors, shall constitute a force majeure event sufficient to excuse nonperformance hereunder.

28. **Limitation of Liability.** IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER 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 AGREEMENT BY EITHER PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

29. **Exhibits.** All exhibits attached hereto contain additional terms of this AGREEMENT and are incorporated herein by this reference.

30. **Employment Eligibility Verification (E-Verify).**

- A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.
- B. Pursuant to Section 448.095(5), Florida Statutes, the DEVELOPER, 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 DEVELOPER or subcontractor. The DEVELOPER acknowledges and agrees that (i) the COUNTY and the DEVELOPER may not enter into this AGREEMENT, and the DEVELOPER may not enter into any subcontracts hereunder, unless each party to this AGREEMENT, and each party to any subcontracts 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 the COUNTY may treat a failure to comply as a material breach of this AGREEMENT.
- C. By entering into this AGREEMENT, the DEVELOPER 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 DEVELOPER shall maintain a copy of such affidavit for the duration of this 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 DEVELOPER, the DEVELOPER may not be awarded a public contract for a period of 1 year after the date of termination. The DEVELOPER 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.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT on the respective dates under each signature: Polk County, Florida, through its Board of County Commissioners; the DEVELOPER, through its authorized representative.

DEVELOPER

Blackfin Champions, LLC, a Florida limited liability company

By: Blackfin Acquisitions, LLC, a Florida limited liability company, its Manager

Signed, sealed and delivered in the presence of:

By: [Signature]
Nathan Landers, its Manager

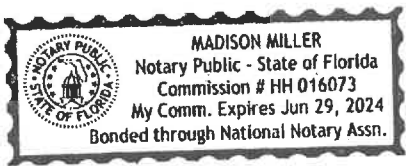
[Signature]
Print Name: Madison Miller

[Signature]
Print Name: Anthony Adams

State of FL

County of Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of September, 2023 by Nathan Landers, as Manager of Blackfin Acquisitions, LLC, the Manager of Blackfin Champions, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced fid as identification.



[Signature]
Notary Public
My Commission expires: _____

COUNTY

BOARD OF COUNTY COMMISSIONERS OF POLK
COUNTY

George Lindsey, III, Chairman

This _____ day of _____, 2023.

(SEAL)

ATTEST: Stacy M. Butterfield, Clerk

Deputy Clerk

Approved by County Attorney
As To Form and Legal Sufficiency:

By: _____

Exhibit “A” – Transportation Improvements

FOUR CORNERS BLVD.

1" = 20'

BEGIN PROJECT
BEGIN SIGNING AND PAVEMENT MARKINGS
STA. 11+77.07

MATCH LINE STA. 12+80.00

PURSLANE PASS (F&P)

NO.	DATE	REVISIONS DESCRIPTION	APPROVED	PROJECT NO.	SHEET NO.
1				5400169	5-3



11400, Orlando, FL
P.E. License Number 77562
HDR Engineering Inc.
4830 W. Kennedy Blvd., Suite 400
Tampa, FL 33609-5040



POLK COUNTY ROADS
AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD INTERSECTION IMPROVEMENTS
SIGNING AND PAVEMENT
MARKING PLAN (1)

5400169

5-3

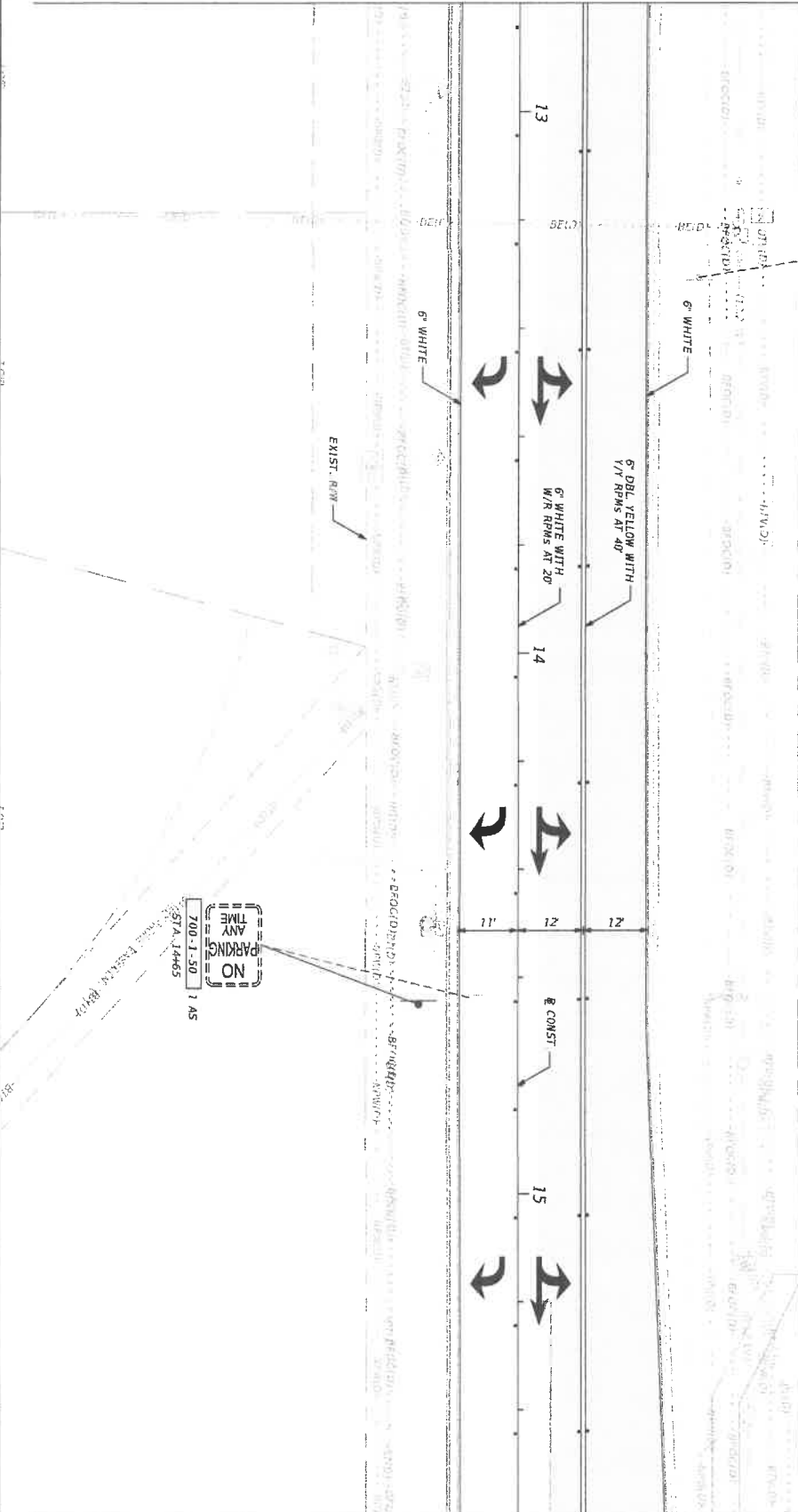
JAH/HLL 9/27/2023 4:43:43 PM C:\Users\jahren\Documents\Work\PROJECTS_5400169\5400169.dwg



EXISTING SIGN
TO REMAIN

$1'' = 20'$

MATCH LINE STA. 15+60.00



REVISIONS		SHEET NO.
NO.	DATE	
	DESCRIPTION	COUNTY PROJECT NO.
	APPROVED	
<div><p>Lynette Remyak, P.E. P.E. License Number 77092 HJR Engineering, Inc. 4630 W. Kennedy Blvd. Suite 400 Tampa, FL 33609-5400</p></div>		<div><p>POLK COUNTY</p></div> <div><p>POLK COUNTY ROADS AND DRAINAGE DIVISION</p><p>3000 SHEFFIELD ROAD WINTER HAVEN, FL 33880</p></div>
<p>SIGNING AND PAVEMENT MARKING PLAN (2)</p>		
5400169		5-4

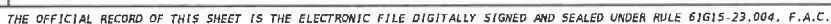


Exhibit “B” – Plans and Specifications

CONTRACT PLANS COMPONENTS
ROADWAY PLANS



POLK COUNTY

**POLK COUNTY BOCC
ROADS AND DRAINAGE DIVISION
CONSTRUCTION PLANS FOR
FOUR CORNERS BLVD. AT US 27 (SR 25)
INTERSECTION IMPROVEMENTS**

POLK PROJECT No. 6400169

PROJECT LOCATION



POLK COUNTY VICINITY MAP

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4	TYPICAL SECTION
5	GENERAL NOTES
6 - 8	ROADWAY PLAN
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11	ROADWAY SOIL PROFILES
12	ROADWAY SOIL SURVEY
13 - 15	CROSS SECTIONS
16	EROSION CONTROL PLAN
17	TEMPORARY TRAFFIC CONTROL PLAN
18 - 20	UTILITY ADJUSTMENTS
501 - 503	SUMMARY OF QUANTITIES
51	SIGNING AND PAVEMENT MARKING GENERAL NOTES
52	SIGNING AND PAVEMENT MARKING PLAN
53 - 55	SIGNALIZATION TABULATION OF QUANTITIES
T-1	SIGNALIZATION GENERAL AND PAY ITEM NOTES
T-2	SIGNALIZATION PLAN
T-3 - T-4	SIGNALIZATION PLAN

GOVERNING STANDARD PLANS:

Florida Department of Transportation, Manual of Uniform Minimum Standards for Design, Construction & Maintenance for Streets and Highways, 2018 (Florida Greenbook)
Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

Manual on Uniform Traffic Control Devices, 2009

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2022 Standard Specifications for Road and Bridge Construction (Division II & III only) at the following website: <http://www.fdot.gov/programmanagement/implemented/specbooks>

AGENCY PERMITS

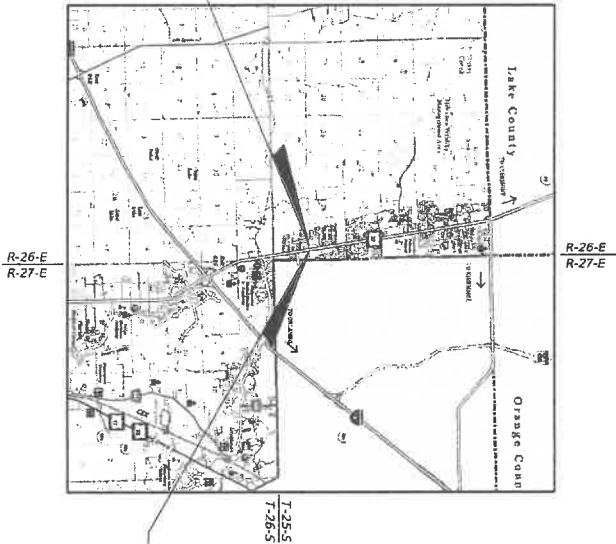
SWFWMD PROJECT EXEMPTION VERIFICATION FOR THE PROPOSED ROADWAY IMPROVEMENTS PER RULE 62.330(051)
FILE NUMBER: 844831

FDOT PERMIT NO. 2021-A-190-00059
FDOT PERMIT NO. 2021-D-190-00056

PLANS PREPARED FOR: POLK COUNTY

**BEGIN PROJECT
STA. 11+77.07**

**END PROJECT
STA. 17+95.35**



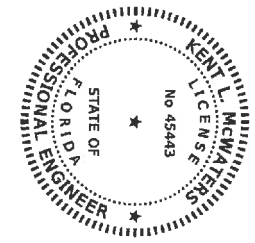
**ROADWAY PLANS
ENGINEER OF RECORD:**

KENT L. MCWATERS, P.E. NO.: 45443
HDR ENGINEERING, INC.
4830 W. KENNEDY BLVD., SUITE 400
TAMPA, FL 33609-2548
PHONE: (813) 282-2300
FAX: (813) 282-2430

POLK COUNTY PROJECT MANAGER:

DOUG GABLE, P.E.
3000 SHEPHERD ROAD
PROJECT MANAGEMENT SECTION
WINTER HAVEN, FL 33880
(863) 532-2200

FISCAL YEAR	SHEET NO.
21	1



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

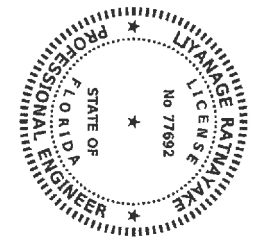
Kent L
McWaters

ON THE DATE ADJACENT TO THE SEAL.
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

HDR ENGINEERING, INC.
4830 W. KENNEDY BLVD., SUITE 400
TAMPA, FL 33609-2548
KENT L. MCWATERS, P.E. NO. 45443

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAI ITEMS
4	TYPICAL SECTION
5	GENERAL NOTES
6 - 8	ROADWAY PLAN
9	INTERSECTION DETAIL
13 - 15	CROSS SECTIONS
16	EMOSION CONTROL PLAN
17	TEMPORARY TRAFFIC CONTROL PLAN
18 - 20	UTILITY ADJUSTMENTS
50-1 - 50-3	SUMMARY OF QUANTITIES



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

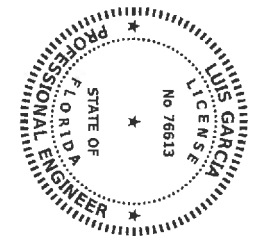
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Ratnayake 16:14:36
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ON THE DATE ADJACENT TO THE SEAL.
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
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ON ANY ELECTRONIC COPIES.

HDR ENGINEERING, INC.
4830 W. KENNEDY BLVD., SUITE 400
TAMPA, FL 33609-2548
LYNNAGE RATNAYAKE, P.E. NO. 77692

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
5-1	SIGNING AND PAVEMENT MARKING TABULATION OF QUANTITIES
5-2	SIGNING AND PAVEMENT MARKING GENERAL NOTES
5-3 - 5-5	SIGNING AND PAVEMENT MARKING PLAN
T-1	SIGNALIZATION TABULATION OF QUANTITIES
T-2	SIGNALIZATION GENERAL AND PAY ITEM NOTES
T-3 - T-4	SIGNALIZATION PLAN



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL.
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

WOOD ENVIRONMENTAL & INFRASTRUCTURE
SOLUTIONS, INC.
1101 CHANNELSIDE DR. STE 200
TAMPA, FL 33602
LUIS GARCIA, P.E. NO. 76613

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61615-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
10	REPORT OF CORE BORINGS
11	ROADWAY SOIL PROFILES
12	ROADWAY SOIL SURVEY

REVISIONS			APPROVED	 Kent L. McHanna, P.E. P.E. License Number 45443 H&R Engineering, Inc. 4830 W Kennedy Blvd, Suite 400 Tampa, FL 33609-2546	 POLK COUNTY	POLK COUNTY ROADS AND DRAINAGE DIVISION 3600 SHEFFIELD ROAD WINTER HAVEN, FL 33880	SIGNATURE SHEET	FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS	COUNTY PROJECT NO.	SHEET NO.
NO.	DATE	DESCRIPTION							5400169	2

ROADWAY PAY ITEMS			
BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY
1	MOBILIZATION	LS	1
2	MAINTENANCE OF TRAFFIC	LS	1
3	SEDIMENT BARRIER	LF	638
4	INLET PROTECTION SYSTEM	EA	2
5	LITTER REMOVAL AND DISPOSAL	AC	0.98
6	MOWING	AC	0.78
7	CLEARING AND GRUBBING (0.26 AC)	LS	1
8	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	168
9	REGULAR EXCAVATION	CY	356
10	EMBANKMENT	CY	5
11	TYPE B STABILIZATION	SY	753
12	OPTIONAL BASE, BASE GROUP 9	SY	490
13	OPTIONAL BASE, BASE GROUP 11	SY	92
14	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	1192
15	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	SY	292
16	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	TN	19.6
17	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG 6-22	TN	157.9
18	ASPHALT CONCRETE FRICTION COURSE, INC BIT, FC-5, PG 76-22	TN	15.2
19	VALVE BOXES, ADJUST	EA	5
20	CONCRETE CURB & GUTTER, TYPE F	LF	429
21	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	105
22	DETECTABLE WARNING	SF	26
23	PERFORMANCE TIRE (500)	SY	1156

SIGNING & PAVEMENT MARKING PAY ITEMS			
BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY
24	SINGLE POST SIGN, RELOCATE	AS	1
25	RAISED PAVEMENT MARKER, TYPE B	EA	43
26	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1
*	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID, 6"	GM	0.244
*	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF	125
*	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID FOR STOP LINE, 24"	LF	23
*	PAINTED PAVEMENT MARKINGS, STD., WHITE, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXT., 6"	GM	0.012
*	PAINTED PAVEMENT MARKINGS, STD., WHITE, ARROWS	EA	10
*	PAINTED PAVEMENT MARKINGS, STD., YELLOW, SOLID, 6"	GM	0.170
27	THERMOPLASTIC, STD., WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	125
28	THERMOPLASTIC, STD., WHITE, SOLID, 24" FOR STOP LINE	LF	23
29	THERMOPLASTIC, STD., WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.012
30	THERMOPLASTIC, STD., WHITE, ARROW	EA	10
31	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.028
32	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	89
33	THERMOPLASTIC, STD.-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.244
34	THERMOPLASTIC, STD.-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.170

SIGNALIZATION PAY ITEMS			
BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY
35	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	30
36	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	245
37	SIGNAL CABLE, REMOVE- INTERSECT	PI	1
38	ALUMINUM SIGNALS POLE, RELOCATE	EA	2
39	LOOP ASSEMBLY, F&I, TYPE F	AS	2

PAY ITEM NOTES:
110-1-1 - INCLUDES THE REMOVAL OF 4 EXISTING OAK TREES AND THE REMOVAL OF THE ABANDONED PCU & RCM LINE FROM STA. 11+60 TO STA. 10+35.

NO.	DATE	REVISIONS	APPROVED



Kent L. McWaters, P.E.
F.E. License Number 45443
H2R Engineering, Inc.
4001 E. US Highway 1
Tampa, FL 33606-2546



POLK COUNTY
AND DRAINAGE DIVISION
3000 SHEPHERD ROAD
WINTER HAVEN, FL 33880

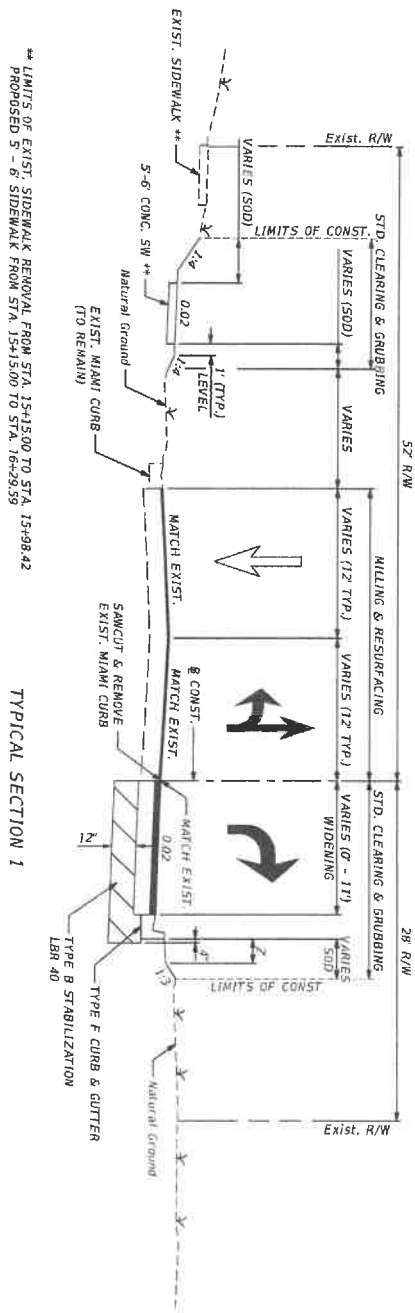
FOUR CORNERS ALYD. INTERSECTION IMPROVEMENTS

SUMMARY OF PAY ITEMS

COUNTY PROJECT NO. 5400169

SHEET NO. 3

JMH/LLI 9/27/2022 3:20:51 PM C:\Users\JMH\Documents\Winter_A_PROJECTS_2\Report 4_Corner's Valleyway Access Road.dgn



** LIMITS OF EXIST. SIDEWALK REMOVAL FROM STA. 15+15.00 TO STA. 15+98.42
PROPOSED 3' - 6' SIDEWALK FROM STA. 15+15.00 TO STA. 16+25.39

TYPICAL SECTION 1

TYPICAL SECTION 1
STA. 11+77.07 TO STA. 16+05.00

MILLING

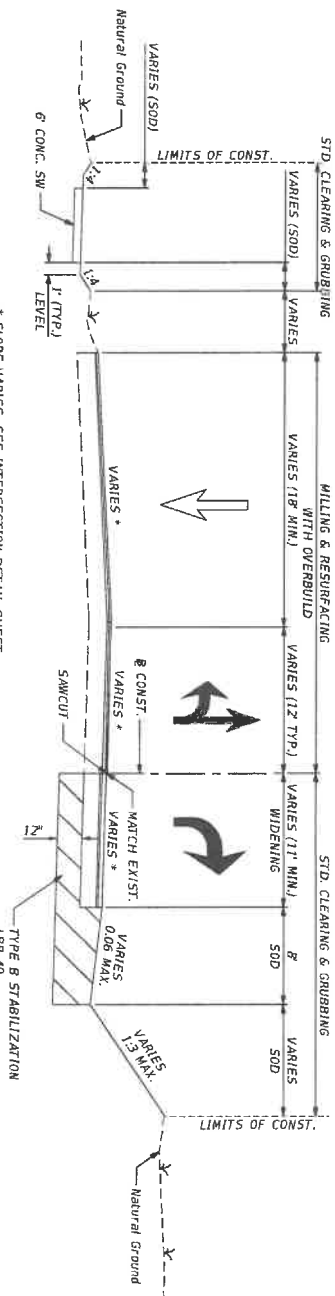
MILL EXISTING ASPHALT
PAVEMENT FOR DEPTH (1")

RESURFACING

TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1")

WIDENING

OPTIONAL BASE GROUP 9 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (3") (PG 76-22)



* SLOPE VARIES. SEE INTERSECTION DETAIL SHEET

TYPICAL SECTION 2

TYPICAL SECTION 2
STA. 16+05.00 TO STA. 16+71.35

MILLING

MILL EXISTING ASPHALT
PAVEMENT FOR DEPTH (1 1/2")

RESURFACING

FRACTION COURSE FC-5 (PG 76-22) (3")

OVERBUILD FOR SLOPE

TYPE SP OVERBUILD (TRAFFIC C) THICKNESS VARIES (6" MIN.)

WIDENING

OPTIONAL BASE GROUP 11 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC D) (4")
TYPE SP STRUCTURAL COURSE (TRAFFIC D) (PG 76-22) (1 1/2")
FRICTION COURSE FC-5 (PG 76-22) (3")

TRAFFIC DATA (FOUR CORNERS BLVD.)
POSTED SPEED = 25 MPH
DESIGN SPEED = 30 MPH

NO.	DATE	DESCRIPTION	APPROVED	FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS	COUNTY PROJECT NO.	SHEET NO.
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PROJECT NOTES

1. THESE ROADWAY PLANS ARE BASED ON THE RECORD SURVEY PREPARED BY POLK COUNTY SURVEYING AND MAPPING, DATED JUNE, 2020.
2. ALL SURVEYED AND CALCULATED COORDINATES SHOWN IN THESE PLANS ARE GRID VALUES REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE NORTH AMERICAN DATUM 1983, ADJUSTMENT OF 2011. ELEVATIONS ARE BASED ON NATIONAL GEODETIC SURVEY BENCHMARK # 14 72 442Z RM 1, STAMPED "14 72 442Z RM NO 1" HAVING A POSTED ELEVATION OF 234.55 FEET AND WATER PROJECT BENCHMARK # 170, STAMPED "BM 170" HAVING A POSTED ELEVATION OF 207.80 FEET. NORTH AMERICAN VERTICAL DATUM OF 1988.
3. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT OR MARKER IS BEING DESTROYED AND HAS NOT BEEN PREVIOUSLY REFERENCED, THE ENGINEER SHOULD NOTIFY DON ABSGOTT, POLK COUNTY SURVEYING AND MAPPING 1605-315-6710, WITHOUT DELAY, BY TELEPHONE.
4. GRADES SHOWN ARE FINISHED GRADES.
5. ALL STATIONING AND OFFSET CALLOUTS REFER TO THE BASELINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
6. THE CONTRACTOR SHALL FLAG, COORDINATE WITH, AND RECEIVE APPROVAL FROM THE POLK COUNTY TRANSPORTATION DIVISION BEFORE CUTTING ANY TREES.
7. THE CONTRACTOR SHALL CONTACT THE FIVE PROPERTY OWNERS ADJACENT TO THE FOUR CORNERS BLVD. PORTION OF THE PROJECT AND THE FOUR CORNERS HOA PRESIDENT 96 HOURS PRIOR TO CLEARING AND GRUBBING OPERATIONS.
8. ALL EXISTING DRAINAGE STRUCTURES ARE TO REMAIN UNLESS OTHERWISE NOTED.
9. THE EROSION CONTROL ITEMS ARE ESTIMATED FOR PREVENTION. CONTROL ABATEMENT OF EROSION, SEDIMENTATION, AND WATER POLLUTION. THESE ITEMS ARE TO BE USED AT THE DISCRETION OF THE ENGINEER. CONTRACTORS APPROVED EROSION CONTROL PLAN OR AS DIRECTED BY THE ENGINEER TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS. ALL EROSION CONTROL ITEMS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT. ANY SILT, SEDIMENT, TRASH OR CONSTRUCTION DEBRIS THAT BYPASSES THE EROSION AND SEDIMENT CONTROL DEVICES AND IS DEPOSITED ONTO PRIVATE PROPERTY SHALL BE REMOVED.
10. ALL WORK WITHIN THE FOOT RIGHT-OF-WAY MUST MEET CRITERIA SHOWN IN THE FOOT DESIGN MANUAL AND FOOT STANDARD PLANS FOR ROAD CONSTRUCTION.

CONTROL POINTS

CONTROL POINT # 65000
SINCE 11-2-2016 POLK CO. TRAV. V
N = 143238.01
E = 764907.78
ELEV = 215.457
STA. 14+79.24
13.36 RT.

CONTROL POINT # 65005
SINCE 11-2-2016 POLK CO. TRAV. V
N = 143238.01
E = 764907.78
ELEV = 215.498
STA. 16+48.35
16.23 LT.

CONTROL POINT # 65010
FND. CST. NAIL DISC LB 1337 V
N = 143237.221
E = 764937.634
ELEV = 215.527
STA. 11+09.29
7.37 RT.

CONTROL POINT # 65015
5MND "POLK CO. TBW" 6 V
N = 143239.3
E = 764932.143
ELEV = 215.52
STA. 16+13.52
213.60 RT.

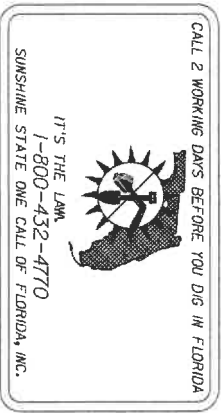
CONTROL POINT # 65016
FUND DEP 14501 V
N = 143239.148
E = 764438.02
ELEV = 206.813
STA. 11+09.47
11.89 RT.

CONTROL POINT # 65017
SCMD 4" "PCS" V
N = 143220
E = 764890
ELEV = 217.833
STA. 16+01.27
109.05 RT.

UTILITY NOTES

1. THE LOCATIONS OF UTILITIES SHOWN IN THE PLAN ARE APPROXIMATE ONLY. THE EXACT LOCATIONS OF ALL UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL CALL SUNSHINE STATE ONE CALL OF FLORIDA, INC. (SSCOCH) AT 811 OR 1-800-438-4097 AND ALL LISTED UTILITY OWNERS 48 HOURS BEFORE BEGINNING CLEARING AND GRUBBING OR EXCAVATION OPERATIONS. ALL UTILITY OWNERS MAY NOT BE SSOCH MEMBERS. IN WHICH CASE, DIRECT CONTACT BY THE CONTRACTOR IS REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION DIRECTLY WITH ALL UTILITY OWNERS.
3. ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED ON THE PLANS. UTILITIES IN THE PROJECT AREA SHALL NOT BE DISTURBED. EXISTING UNDERGROUND AND OVERHEAD UTILITIES ADJACENT TO THE PROJECT MUST BE PROTECTED DURING CONSTRUCTION OPERATIONS. DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. DUE TO EXISTING UNDERGROUND AND OVERHEAD UTILITIES WITHIN THE PROJECT LIMITS, EXTREME CAUTION SHALL BE EXERCISED BY THE CONTRACTOR WHEN CLEARING AND GRUBBING, EXCAVATING, INSTALLING DRAINAGE STRUCTURES, BACKFILLING AND COMPACTING IN CLOSE PROXIMITY TO EXISTING UTILITIES.

UTILITY AGENCY / OWNER	CONTACT
CHARTER / SPECTRUM COMMUNICATIONS	DARIN DANIELS TEL: 863-525-6690 DARIN.DANIELS@CHARTER.COM
FLORIDA PUBLIC UTILITIES	FOSTER CHATHAM TEL: 863-224-3786 FCHATHAM@CHCR.COM
DUKE ENERGY	MARK GAMER - DISTRIBUTION TEL: 863-241-1663 SCOTT VAWTER - TRANSMISSION TEL: 863-678-4476
FRONTIER COMMUNICATIONS	FRED VADES OFFICE: 863-668-9714 CELL: 863-255-9648 FRED.VADES@FTL.COM
POLK COUNTY UTILITIES	RYAN BENSON - WATER & SEWER TEL: 863-241-1663 RYANBENSON@POLK-COUNTY.NET
FOUR CORNERS HOA	KEITH PITTMAN - SIGMALS BRIAN GAMMAGLIA, PRESIDENT 863-242-8893 BORGAR@ALL@APP@BAY.RC.COM
ZND / KCI TECHNOLOGIES	HAARFID KAMUS OFFICE: 817-906-7419 X 7419 CELL: 727-415-4996 HAARFID.KAMUS@KCI.COM



NO.	DATE	REVISIONS DESCRIPTION	APPROVED

Heidi Matthews, P.E.
Professional Engineer
No. 14544
H&R Engineering, Inc.
4801 W. Kennedy Blvd. Suite 400
Tampa, FL 33609-5246

POLK COUNTY
AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

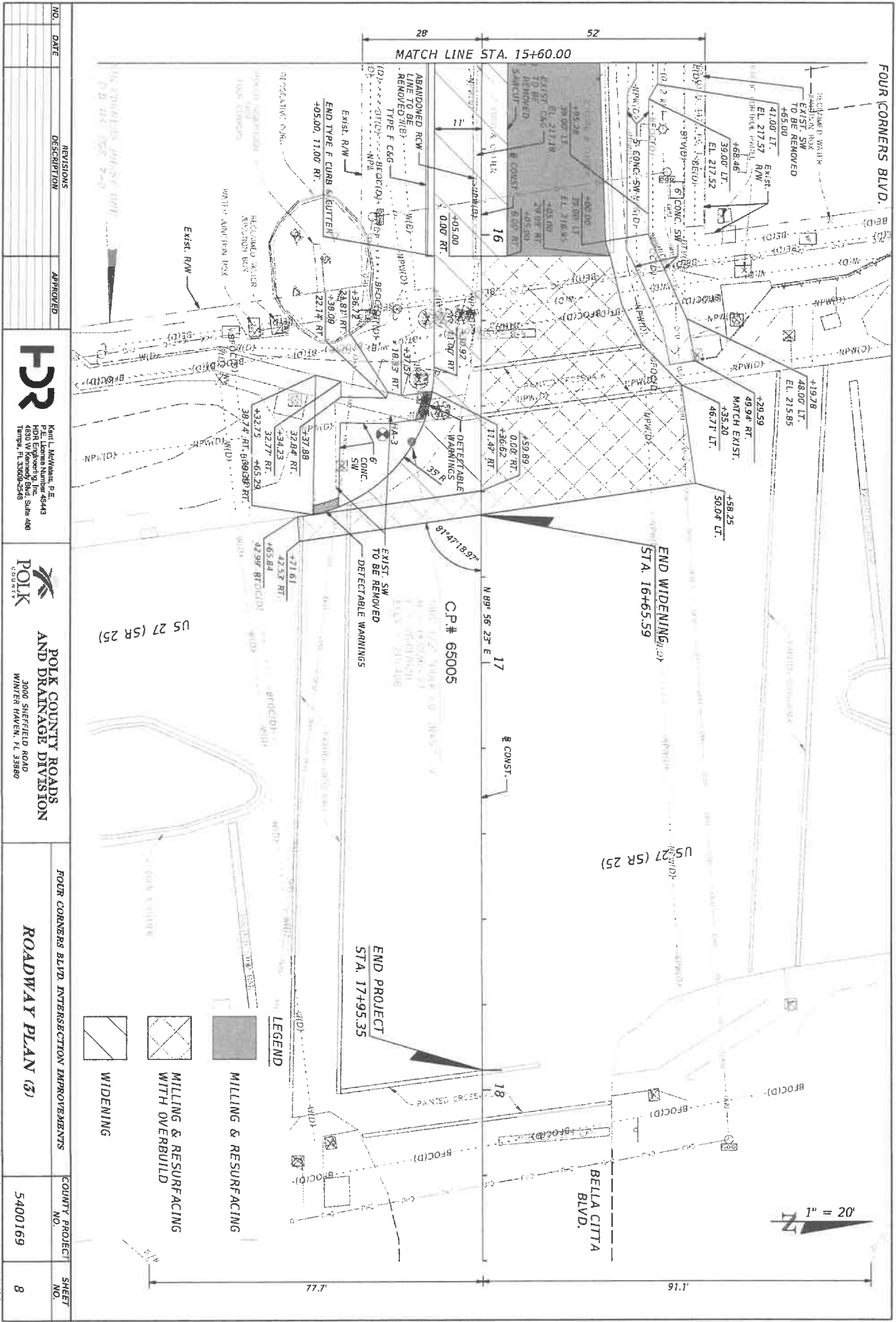
GENERAL NOTES

COUNTY PROJECT NO.

5400169

SHEET NO.

5



HJR

Kent L. McWaters, P.E.
 Florida Registered Professional Engineer
 License No. 12456
 Tallahassee, FL 32309-2548

POLK COUNTY

POLK COUNTY ROADS AND DRAINAGE DIVISION

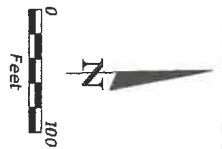
3000 SHEFFIELD ROAD
 WINTER HAVEN, FL 33880

FOUR CORNERS BLVD INTERSECTION IMPROVEMENTS

ROADWAY PLAN (3)

5400169

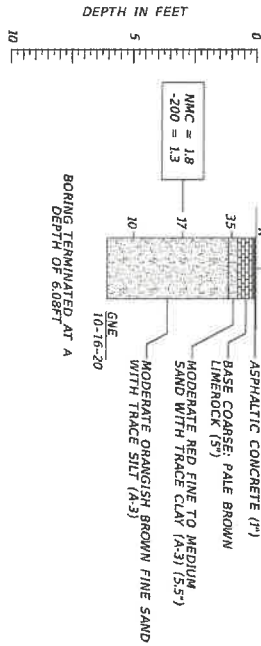
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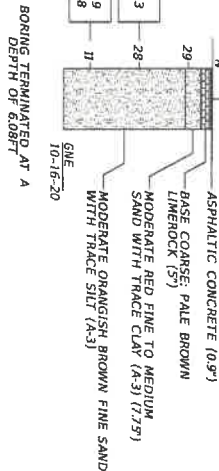
LEGEND	
	ASPHALT
	LIMEROCK BASE
	SAND (A-3)
	GNE
	B-1
	PERCENT PASSING #200 SIEVE
	NATURAL MOISTURE CONTENT (%)

BORING LOCATION PLAN

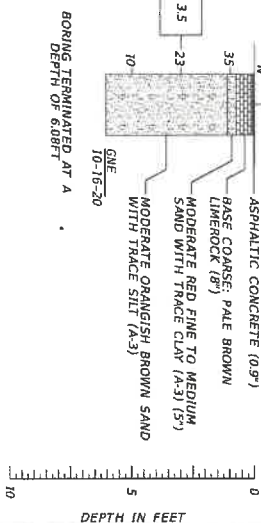
BOR # B-1
STA. 12+40
REF. US 27
OFF. LT 4.0
ELEVATION 28.27375
LATITUDE 30.862378
LONGITUDE 81.662220
DATE 10/16/2020
DRILLER RICARDO MANUÑARES (I&R DRILLING)
HAMMER AUTOMATIC
CME 45C
RIG CASING (1") NA



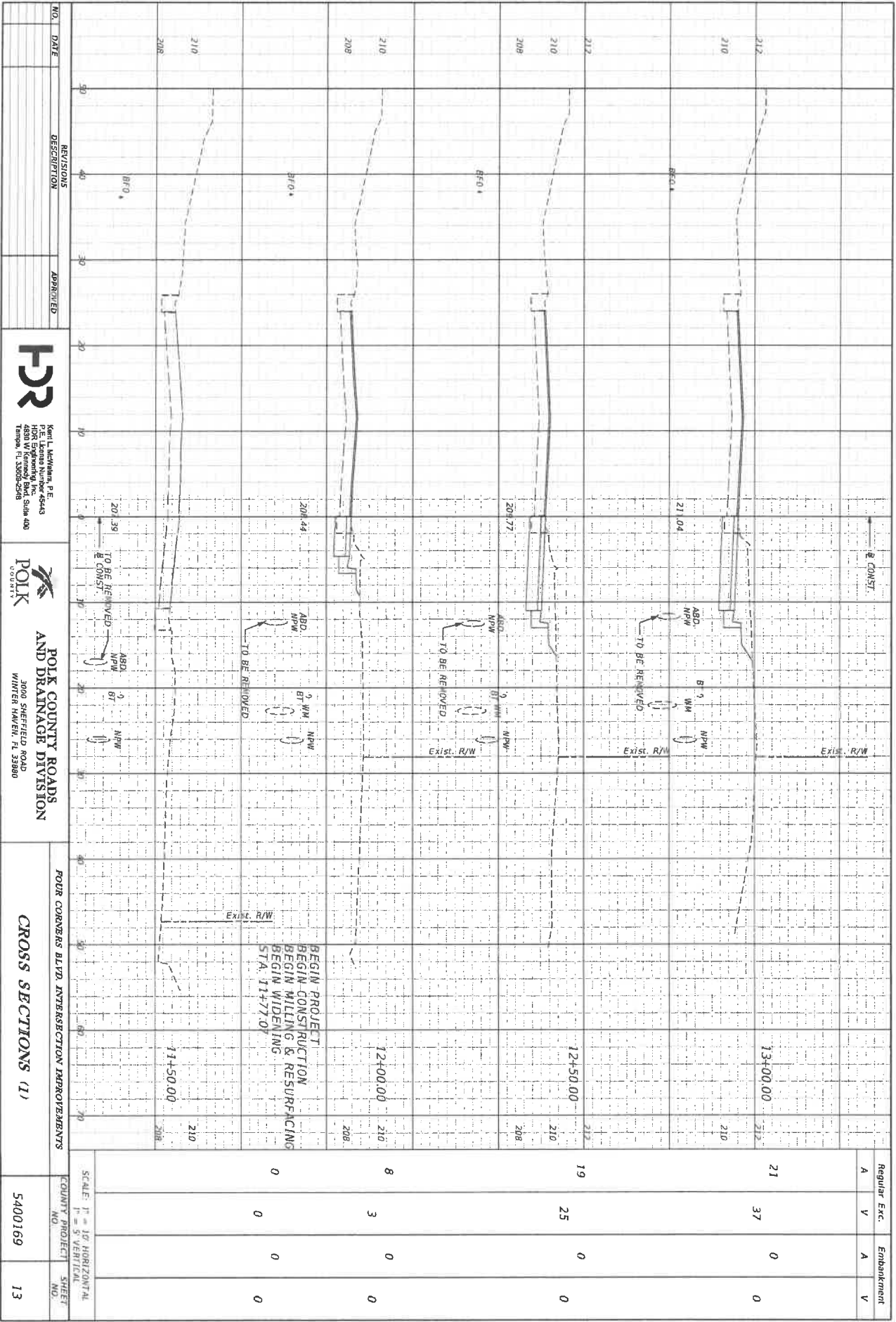
BOR # B-2
STA. 14+30
REF. US 27
OFF. LT 3.0
ELEVATION 28.27377
LATITUDE 30.862378
LONGITUDE 81.662220
DATE 10/16/2020
DRILLER RICARDO MANUÑARES (I&R DRILLING)
HAMMER AUTOMATIC
CME 45C
RIG CASING (1") NA



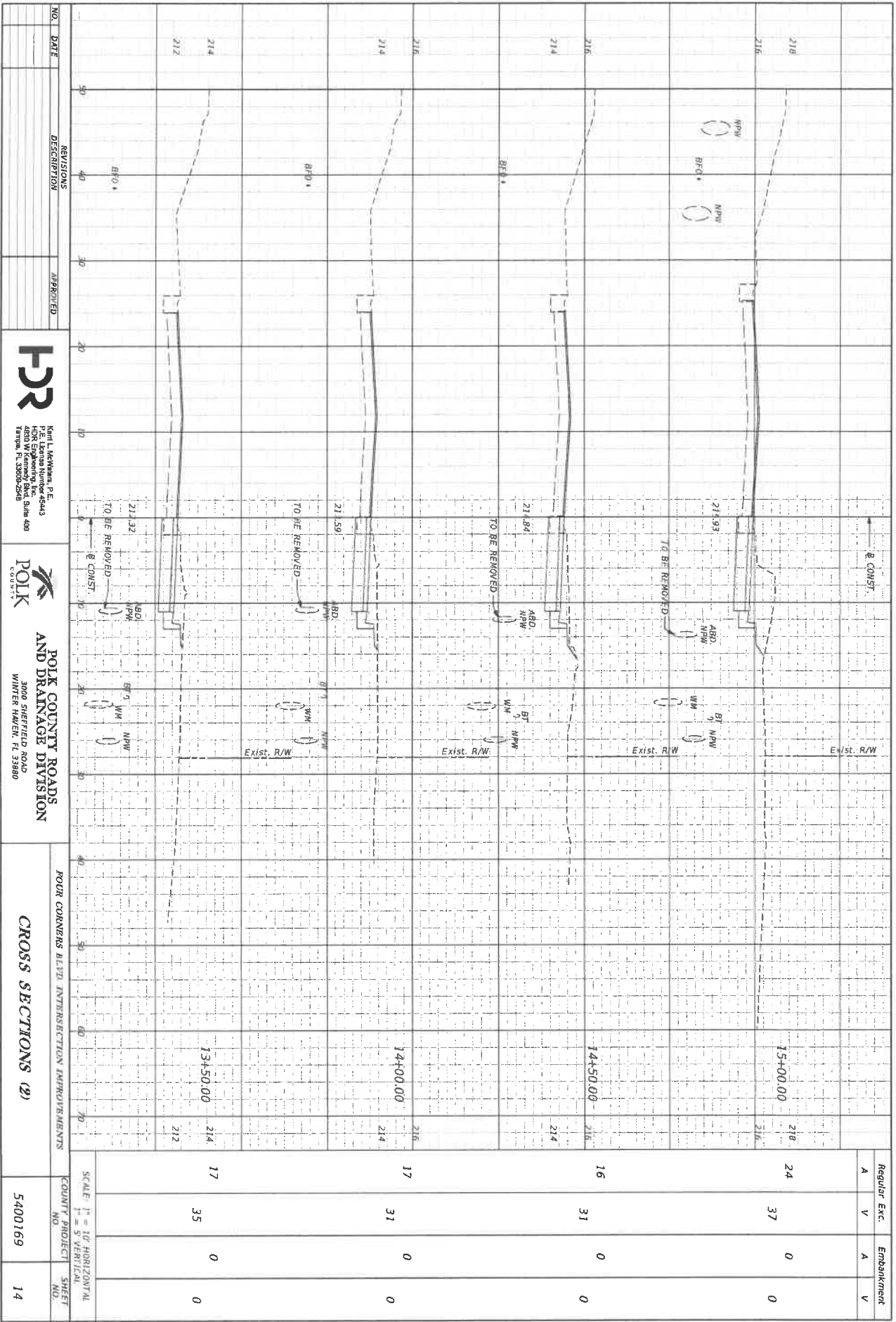
BOR # B-3
STA. 15+49.5
REF. US 27
OFF. RT 4.0
ELEVATION 28.27369
LATITUDE 30.862378
LONGITUDE 81.662220
DATE 10/16/2020
DRILLER RICARDO MANUÑARES (I&R DRILLING)
HAMMER AUTOMATIC
CME 45C
RIG CASING (1") NA



DATE		REVISIONS		DESCRIPTION	
DATE	BY	DATE	BY	DESCRIPTION	
LUIS GARCIA, P.E. P.E. LICENSE NUMBER 76613 WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC. 1101 CHANNELSIDE DRIVE, SUITE 200 TAMPA, FL 33602 REGISTRATION NO. 5392					
POLK COUNTY BOARD OF COUNTY COMMISSIONERS ROAD NO. 10405 AND DRAINAGE DIVISION COUNTY POLK FINANCIAL PROJECT ID 5400169					
REPORT OF CORE BORINGS US 27 AT FOUR CORNERS BVD INTERSECTION IMPROVEMENTS					
SHEET NO. 10					DATE: 10/16/20



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



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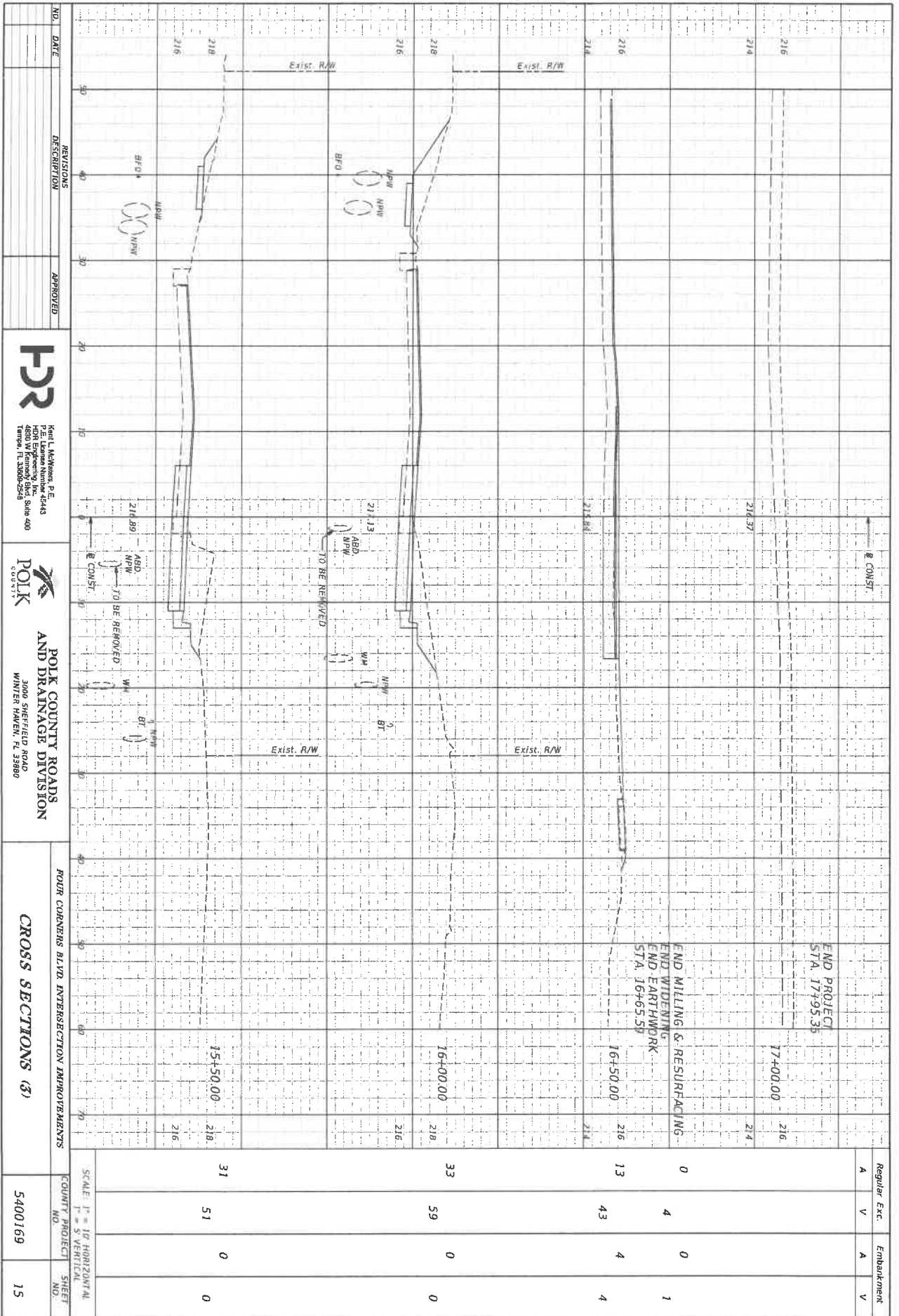
Kent L. McHenry, P.E.
 HDR Engineering, Inc.
 10000 N. Dale Ave., Suite 400
 Tampa, FL 33605-2549

POLK COUNTY ROADS AND DRAINAGE DIVISION

3000 SHEPHERD ROAD
 WINTER HAVEN, FL 33880

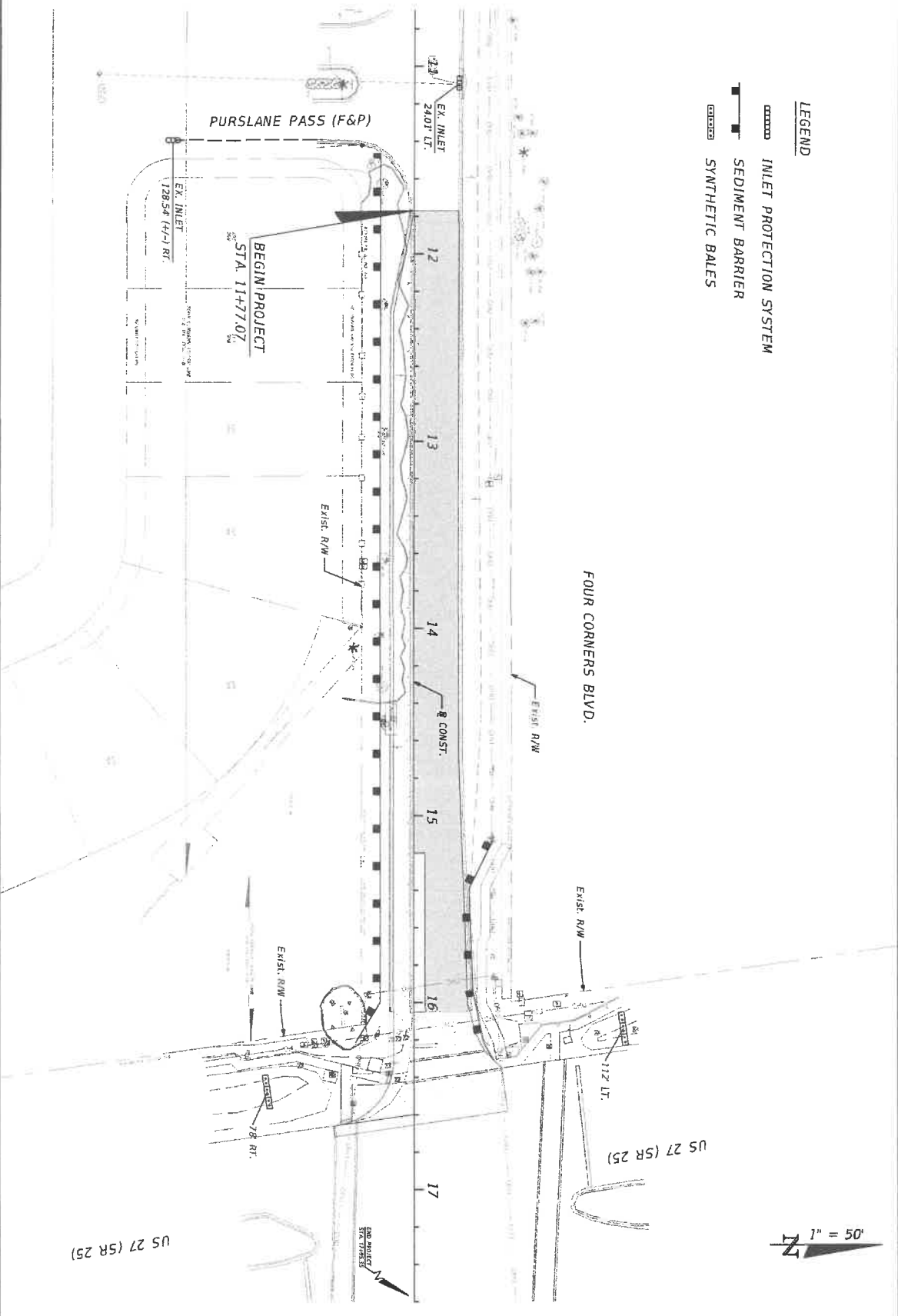
CROSS SECTIONS (2)

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

- LEGEND**
- INLET PROTECTION SYSTEM
 - SEDIMENT BARRIER
 - SYNTHETIC BALES



NO.	DATE	REVISIONS DESCRIPTION	APPROVED	PROJECT NO.	SHEET NO.
1				5400169	16
HDR Kent L. Mahoney, P.E. HDR Engineering Inc. 1430 W. Kennedy Blvd., Suite 400 Tampa, FL 33609-5043				POLK POLK COUNTY ROADS AND DRAINAGE DIVISION 3000 SHEFFIELD ROAD WINTER HAVEN, FL 33980	
FOUR CORNERS BLVD INTERSECTION IMPROVEMENTS EROSION CONTROL PLAN (1)				COUNTY PROJECT NO. 5400169 SHEET NO. 16	

TRAFFIC CONTROL NOTES:

1. MAINTENANCE OF TRAFFIC SHALL FOLLOW FDOT INDEX NOS. 102-600, 102-601, 102-602, 102-603, 102-605, 102-607, 102-612, 102-613, 102-615 AND 102-660. SPECIFIED IN THE CONSTRUCTION PHASING NOTES AND OTHER TRAFFIC CONTROL INDICIES AS APPLICABLE.
2. EXISTING POSTED SPEED LIMIT ON FOUR CORNERS BLVD. IS 25 MPH AND ON BELLA CITTA IS 40 MPH AND WILL BE MAINTAINED FOR ALL PHASES OF WORK.
3. CONSTRUCTION WORK HOURS SHALL BE FROM 7:00 AM TO 6:00 PM MONDAY THROUGH FRIDAY, EXCEPT COUNTY HOLIDAYS.
4. EXCAVATION IS NOT TO OCCUR WITHIN ANY AREAS ON OR ADJACENT TO THE TRAVEL WAY THAT CANNOT BE RESTORED SO AS TO PROVIDE SAFE TRAFFIC OPERATIONS ON OR ADJACENT TO THE AREA WITHIN THE SAME WORK PERIOD.
5. DURING PERIODS OF LANE CLOSURES, THE CONTRACTOR SHALL PROVIDE DEDICATED PERSONNEL FOR THE INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES. ALL COSTS TO BE INCLUDED IN PAY ITEM NO. 102-1.
6. IT IS ANTICIPATED THAT ISOLATED AREAS OF THE BASE MAY BE EXPOSED DURING THE MILLING OPERATIONS. THESE AREAS SHALL BE PRIMED PRIOR TO PAVING.
7. CONTINUOUS (24 HOURS PER DAY) ONE-LANE TWO-WAY NOT OPERATIONS MUST BE SCHEDULED AND APPROVED BY POLK COUNTY ROADS AND DRAINAGE DIVISION A MINIMUM OF 14 DAYS IN ADVANCE OF ANY PROPOSED ONE-LANE TWO-WAY OPERATIONS FOR ANY OF THE LIMITS LISTED ABOVE.
8. PROVIDE THREE PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) ONE WEEK IN ADVANCE NOTIFYING THE START OF CONSTRUCTION DATE.
9. THE CONTRACTOR SHALL PLACE PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) ON FOUR CORNERS BLVD., SB US 27 AND BELLA CITTA BLVD. (250 FEET BEFORE THE BEGIN/END PROJECT FOR A PERIOD OF TWO WEEKS PRIOR TO THE FIRST DAY OF ROADWAY CONSTRUCTION. THE SUGGESTED MESSAGES SHOULD READ:

MESSAGE 1
ROAD WORK
AHEAD

FROM
<BEGIN DATE>
TO <END DATE>

AFTER INITIAL TWO WEEKS, SUGGESTED MESSAGES SHALL READ:

MESSAGE 1
ROAD WORK
AHEAD

MESSAGE 2
ROAD WORK
AHEAD

EXPECT DELAYS
AHEAD

DURING LANE CLOSURES SUGGESTED MESSAGES SHALL READ:

MESSAGE 1
ROAD WORK
AHEAD

MESSAGE 2
LANE CLOSURES
AHEAD

CONSTRUCTION PHASING:

- PHASE I
1. INSTALL APPROPRIATE CONSTRUCTION SIGNAGE AND TEMPORARY TRAFFIC CONTROL DEVICES PER FDOT INDEX NOS. 102-600, 102-601, 102-602, 102-603 AND 102-605.
 2. INSTALL EROSION CONTROL DEVICES.
 3. CONSTRUCT CURB AND GUTTER, WIDENING, SIDEWALK, SHOULDER AND SLOPES.
 4. MILL EXISTING PAVEMENT AND CONSTRUCT STRUCTURAL COURSE.
 5. CONSTRUCT FRICTION COURSE.
 6. CONSTRUCT PROPOSED UTILITY VALVE ADJUSTMENTS
 7. INSTALL TEMPORARY PAVEMENT MARKINGS AND PERMANENT RPPs IN FINAL LOCATION.
- PHASE II
1. INSTALL APPROPRIATE CONSTRUCTION SIGNAGE AND TEMPORARY TRAFFIC CONTROL DEVICES PER FDOT INDEX NOS. 102-600, 102-601, 102-602, 102-603, 102-605, 102-607 AND 102-616.
 2. INSTALL PERMANENT HIGHWAY SIGNAGE AND THERMOPLASTIC PAVEMENT MARKINGS.
 3. INSTALL AND MODIFY PERMANENT TRAFFIC SIGNAL SYSTEM.
 4. REMOVE EROSION CONTROL DEVICES.

NO.	DATE	REVISIONS DESCRIPTION	APPROVED	FOUR CORNERS BLVD INTERSECTION IMPROVEMENTS TEMPORARY TRAFFIC CONTROL PLAN	COUNTY PROJECT NO.	SHEET NO.
		ROAD WORK AHEAD			5400169	17

HDR

KEVIN MATHIAS, P.E.
P.E. License Number 45443
HDR Engineering Inc.
1830 W Kentucky Blvd, Suite 400
Tampa, FL 33605-5240



**POLK COUNTY ROADS
AND DRAINAGE DIVISION**
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33860

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9/27/2022

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TEST HOLE NUMBER	NORTHING	EASTING	GROUND ELEVATION (MAM89, USFT)	P/PE ELEVATION (MAM89, USFT)	DEPTH/COVER (FT)	TYPE	SIZE	MATERIAL	NOTE
VH-05	1432667.55	764941.01	217.97	212.77	5.20	WL	10"	PVC	POLK COUNTY
VH-06	1432766.91	764954.57	216.33	213.63	2.70	NPW	8"	PVC	POLK COUNTY
VH-07	143232.81	764955.80	216.43	211.13	5.30	NPW	6"	PVC	POLK COUNTY
VH-08	1432663.88	764940.09	218.30	213.70	4.60	WL	10"	C. I.	POLK COUNTY
TOP OF NJT	1432664.85	764962.29	N/A	212.66	N/A	NPW	N/A	N/A	POLK COUNTY
TOP OF NJT	1432669.78	764969.61	N/A	212.77	N/A	NPW	N/A	N/A	POLK COUNTY
TOP OF NJT	1432367.03	764948.15	N/A	214.66	N/A	WL	N/A	N/A	POLK COUNTY
TOP OF NJT	1432370.43	764948.05	N/A	215.51	N/A	WL	N/A	N/A	POLK COUNTY
TOP OF NJT	143274.62	764947.22	N/A	214.44	N/A	WL	N/A	N/A	POLK COUNTY



SUMMARY OF LUMP SUM ITEMS					
PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
101-1	MOBILIZATION		1		

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS												
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE I			PHASE II			TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION	QUANTITY	TOTAL	DURATION	QUANTITY	TOTAL	P	F		
			DAYS	P	P	DAYS	P	P	P	F		
102-1	MAINTENANCE OF TRAFFIC	LS								1	60 CONST. DAYS	

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES									
LOCATION	SIDE	SEDIMENT BARRIER			INLET PROTECTION SYSTEM			DESIGN NOTES	CONSTRUCTION REMARKS
		0104	10	3	0104	18	EA		
		P	F	P	F				
STA. TO STA.									
11+46.37 to 16+21.29	RT	478.7							
15+12.77 to 16+30.77	LT	123.0						SYNTHETIC BALES	
16+05.57 to 16+23.40	LT	18.0						SYNTHETIC BALES	
16+38.70 to 16+56.52	RT	18.0							
11+05.28 to 11+13.28	LT								
11+39.30 to 11+39.30	RT								
SUB-TOTAL:		637.7		2					
TOTAL:		638		2					

SUMMARY OF EARTHWORK					
PAY ITEM NO.	PAY ITEM DESCRIPTION	CY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
120-1	REGULAR EXCAVATION		356		
120-6	EMBANKMENT		5		

NO.	DATE	REVISIONS DESCRIPTION	APPROVED	 <p>Kent L. Mathews, P.E. HDR Engineering, Inc. 4600 W. Kennedy Blvd., Suite 400 Tampa, FL 33609-0046</p>	 <p>POLK COUNTY ROADS AND DRAINAGE DIVISION 3600 SHEPHERD ROAD WINTER HAVEN, FL 33880</p>	POOR CORNERS BLVD. INTERSECTION IMPROVEMENTS	COUNTY PROJECT NO.	SHEET NO.
						SUMMARY OF QUANTITIES (1)	5400169	50-1

SUMMARY OF LITTER REMOVAL AND MOWING																
CONST. PHASE	LOCATION	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER REMOVAL						MOWING			DESIGN NOTES	CONSTRUCTION REMARKS	
					CYCLES	AREA			CYCLES	AREA						
						AC/ CYCLE	TOTAL (AC)	P		F	AC/ CYCLE	TOTAL (AC)				
													P			F
1	11+77.06 TO 16+65.59	LT/RT	45	30	2	0.490	0.735			2	0.391	0.587				
2	11+77.06 TO 16+65.59	LT/RT	15	30	1	0.490	0.245			1	0.391	0.196				
SUB-TOTAL:						0.980			SUB-TOTAL:			0.782				
TOTAL:						0.98			TOTAL:			0.78				

SUMMARY OF REMOVAL ITEMS														
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)		QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.					AREA (AC)		P	F	P	F		
110-1-1	CLEARING AND GRUBBING (0.26 AC)	11+77.07 TO 16+65.54		RT.		135983	LS	0.20	1		1			
		15+15.00 TO 16+30.77		LT.		140628		0.06						
		11+77.10 TO 16+05.68		RT.		135666	SY		92.7		168			
110-4-10	REMOVAL OF EXISTING CONCRETE PAVEMENT	15+15.00 TO 15+98.42		LT.		140070			42.1					
		16+32.75 TO 16+64.05		RT.		139926			33.2					

SUMMARY OF PAVEMENT													
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS	
		STA. TO STA.	DESCRIPTION				P	F	P	F			
0160 4	TYPE B STABILIZATION	11+76.61 to 16+65.59		RT	136021	SY	752.5		753				
285709	OPTIONAL BASE, BASE GROUP 09	11+77.07 to 16+05.00		RT	112203	SY	489.7		490				
285711	OPTIONAL BASE, BASE GROUP 11	16+05.00 to 16+65.59		RT	136076	SY	91.9		92				
0327 70 1	MILLING EXIST ASPH PAVT. 1" AVG DEPTH	11+77.07 to 16+05.00		LT	110042	SY	1781.9		1782				
0327 70 6	MILLING EXIST ASPH PAVT. 1 1/2" AVG DEPTH	16+05.00 to 16+71.61		LT/RT	111163	SY	291.5		292				
0334 1 13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	16+05.00 to 16+64.92		RT	118748	TW	19.56		19.6				
0334 1 53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG 76-22	11+77.07 to 16+05.00		RT	136692	TW	80.80		157.9				
		11+77.07 to 16+05.00		LT	115486		65.00						
		16+05.00 to 16+64.92		RT	136674	TW	7.34						
	OVERBUILT	16+05.00 to 16+71.61		LT/RT	NA		4.79						
0337 7 25	ASPHALT CONCRETE FRICTION COURSE, INC BIT, FC-5, PG 76-22	16+05.00 to 16+64.92		RT	120937	TW	3.56		15.2				
		16+05.00 to 16+71.61		LT/RT	120985		11.66						

NO.	DATE	REVISIONS DESCRIPTION	APPROVED	 Kent L. Mathews, P.E. P.E. License Number: 66443 HDR Engineering, Inc. 4830 W. Kennedy Blvd., Suite 400 Tampa, FL 33609-2506	 POLK COUNTY ROADS AND DRAINAGE DIVISION 3800 SHEFFIELD ROAD WINTER HAVEN, FL 33880	POLK COUNTY BLVD. INTERSECTION IMPROVEMENTS SUMMARY OF QUANTITIES (2)	COUNTY PROJECT NO.	SHEET NO.
							5400169	50-2

SUMMARY OF UTILITY ADJUSTMENTS									
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STATION	SIDE	UNIT	QUANTITY			DESIGN NOTES	CONSTRUCTION REMARKS
					P	F	S		
425.6	VALVE BOXES, ADJUST			EA	1.0			WATER VALVE	
		16+18.65	RT.					WATER VALVE	
		16+19.37	RT.					WATER VALVE	
		16+19.59	RT.					WATER VALVE	
		16+33.69	RT.					WATER VALVE	
		16+41.09	RT.					WATER VALVE	

SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS									
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	UNIT	QUANTITY			TOTAL	DESIGN NOTES
					GROSS LENGTH	DEDUCTIONS TYPE	NET LENGTH	P	F
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	11+76.77 to 16+05.00	RT	LF	429.3		429.3	429	

SUMMARY OF SIDEWALK & DETECTABLE WARNINGS									
LOCATION	SIDE	AREA ID	CONC SIDEWALK 4"		DETECTABLE WARNINGS		DESIGN NOTES	CONSTRUCTION REMARKS	
			0522	1	0527	2			
									5Y
STA. TO STA.			P	F	P	F			
15+15.00 to 16+30.51	LT	140084	70.1						
16+32.75 to 16+65.29	RT	136713	34.8						
16+36.62 to 16+43.22	RT	124251			13.1				
16+61.38 to 16+65.29	RT	124256			12.6				
SUB-TOTAL:			104.9		25.7				
TOTAL:			105		26				


SUMMARY OF PERFORMANCE TURF						
LOCATION	SIDE	AREA ID	PERFORMANCE TURF (SOD)		DESIGN NOTES	CONSTRUCTION REMARKS
			0570	1 2		
			P	F		
STA. TO STA.						
11+74.29 to 16+65.59	RT	136916	921.8			
15+15.00 to 16+30.76	LT	140568	112.6			
15+16.61 to 16+24.28	LT	140561	87.1			
16+42.90 to 16+63.55	RT	136911	27.6			
SUB-TOTAL:			1156.2			
TOTAL:			1156			

NO.	DATE	REVISIONS DESCRIPTION	APPROVAL ID
<div style="display: flex; justify-content: space-between; align-items: center;"> <div> <p> <small> Keith L. NATHAN, P.E. HDR Engineering, Inc. 4800 W. Kennedy Blvd., Suite 400 Tampa, FL 33609-5206 </small> </p> </div> <div> <p> POLK COUNTY ROADS AND DRAINAGE DIVISION <small>3000 SHEFFIELD ROAD WINTER HAVEN, FL 33880</small> </p> </div> </div>			
FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS		COUNTY PROJECT NO.	SHEET NO.
SUMMARY OF QUANTITIES (3)		5400169	50-3

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS																TOTAL THIS SHEET		GRAND TOTAL		
			S-3		S-4		S-5										PLAN	FINAL	PLAN	FINAL			
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL					
700-1-50	SINGLE POST SIGN, RELOCATE	AS			1													1		1			
706-1-3	RAISED PAVEMENT MARKER, TYPE B (WHITE/RED) (YELLOW/YELLOW)	EA																	19		43		
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS																	24				
	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.046		0.159		0.039												1		1		
	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF					125												0.244		0.244		
	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE, 24"	LF					23												125		125		
	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXTENSION, 6"	GM	0.012																23		0.012		
	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	EA	2		6		2												10		10		
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF					125												0.170		0.170		
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF					23												23		23		
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.012																0.012		0.012		
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA																	10		10		
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM					0.028												0.028		0.028		
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF					89												89		89		
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.046		0.159		0.039												0.244		0.244		
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.039		0.106		0.025												0.170		0.170		
* THESE QUANTITIES ARE PAID FOR UNDER PAINTED PAVEMENT MARKINGS (FINAL SURFACE), LUMP SUM, ITEM NO. 710-90. THE QUANTITIES SHOWN ARE FOR ONE APPLICATION. SEE SPECIFICATION 710 FOR THE NUMBER OF APPLICATIONS REQUIRED.																							
NO. DATE		REVISED		APPROVED		POLK COUNTY ROADS AND DRAINAGE DIVISION 3800 SHEFFIELD ROAD WINTER HAVEN, FL 33980																COUNTY PROJECT NO.	SHEET NO.
						POLK COUNTY SIGNING AND PAVEMENT MARKING TABULATION OF QUANTITIES																5400169	5-1

SIGNING AND PAVEMENT MARKING GENERAL NOTES

1. ALL PAVEMENT MARKINGS WITHIN THE POLK COUNTY RIGHT-OF-WAY SHALL BE THERMOPLASTIC OR PERFORMED THERMOPLASTIC.
2. REFER TO F.D.O.T. STANDARD PLANS INDEX NO. 706-001 FOR RETRO-REFLECTIVE PAVEMENT MARKER PLACEMENT DETAILS.
3. CAUTION SHALL BE EXERCISED WHILE RELOCATING EXISTING SIGNS SO AS TO PREVENT DAMAGE TO THE SIGNS. IF THE SIGNS ARE DAMAGED BEYOND USE, AS DETERMINED BY THE ENGINEER, THEY SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
4. THE SIGN LOCATIONS ARE APPROXIMATE AND MAY REQUIRE FIELD ADJUSTMENT AS DIRECTED BY THE ENGINEER.
5. ANY EXISTING SIGN TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION OR RELOCATED SHALL BE RESET TO CURRENT STANDARDS FOR HEIGHT, OFFSET AND METHOD OF INSTALLATION. COST OF THIS WORK SHALL BE REFLECTED IN THE PAY ITEM NO. 102-1 IN THE SUMMARY OF ROADWAY PAY ITEMS.
6. ALL SINGLE COLUMN SIGNS WITHIN THE LIMITS OF CLEARING AND GRUBBING SHALL BE REMOVED UNLESS OTHERWISE NOTED IN THE PLANS. PAVEMENT SHALL BE REFLECTED IN THE PAY ITEM NO. 110-1-1 IN THE SUMMARY OF ROADWAY PAY ITEMS.
7. AT LOCATIONS WHERE UNDERGROUND UTILITIES ARE IN CLOSE PROXIMITY TO SIGN FOUNDATIONS AS DETERMINED BY THE CONTRACTOR, THE CONTRACTOR SHALL HAND DIG THE FIRST FOUR FEET OF THE HOLE FOR THE FOUNDATIONS.
8. UNLESS OTHERWISE NOTED ON PLAN SHEETS, ALL CROSSEWALKS SHALL BE TEN FEET (10') IN WIDTH. MEASUREMENTS SHALL BE FROM INSIDE TO INSIDE OF 12" STRIPES.

NO.	DATE	REVISIONS		APPROVED	 <div> Lorraine S. Gargano, P.E. P.E. License Number 77692 HDR Engineering, Inc. 4600 W. Kennedy Blvd., Suite 400 Tampa, FL 33609-5548 </div>	 <div> POLK COUNTY ROADS AND DRAINAGE DIVISION 3000 SHEFFIELD ROAD WINTER HAVEN, FL 33880 </div>	FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS SIGNING AND PAVEMENT MARKING GENERAL NOTES	COUNTY PROJECT NO.	SHEET NO.
		DESCRIPTION							
								5400169	5-2

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FOUR CORNERS BLVD.

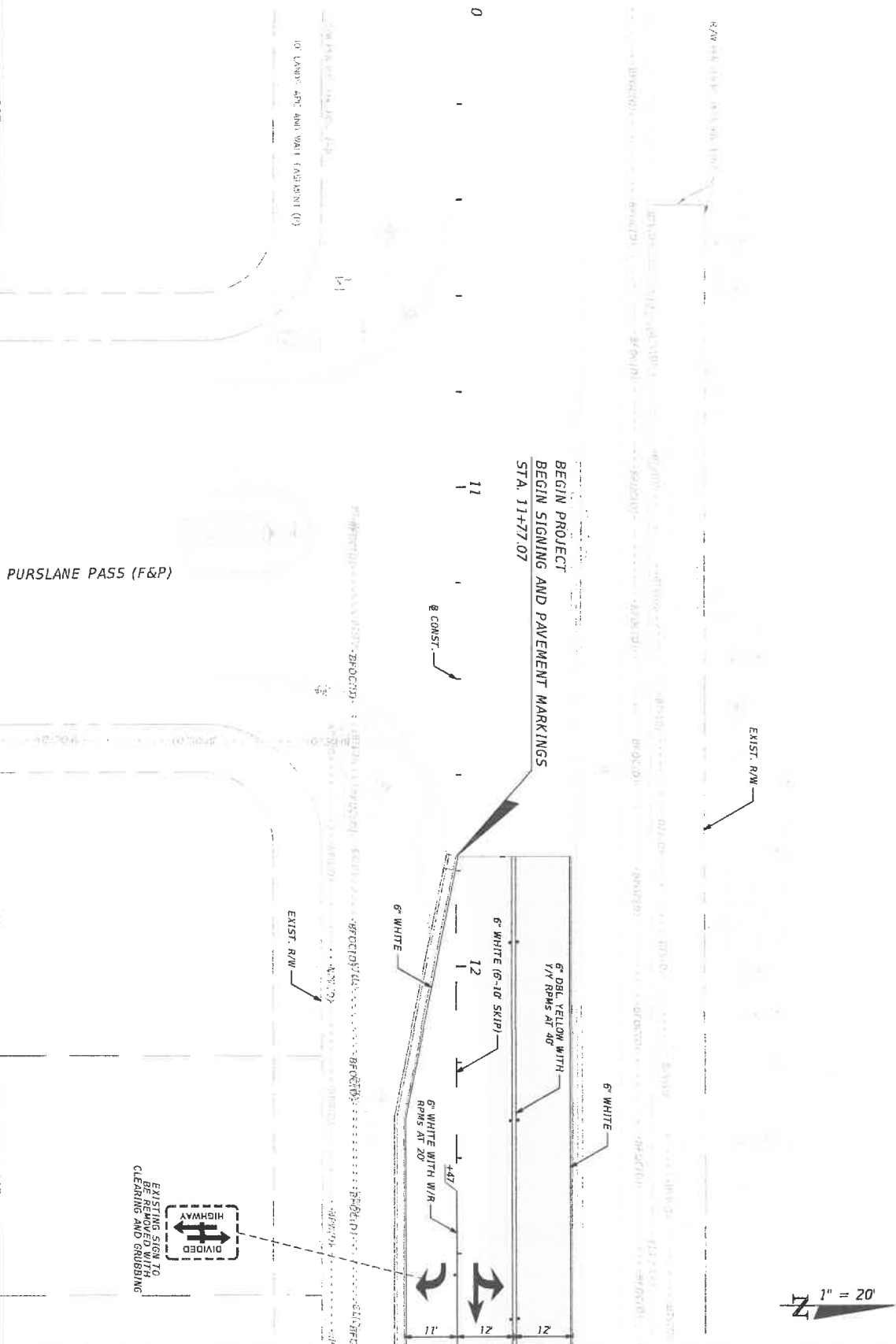
1" = 20'

BEGIN PROJECT
BEGIN SIGNING AND PAVEMENT MARKINGS
STA. 11+77.07

MATCH LINE STA. 12+80.00

PURSLANE PASS (F&P)

NO.	DATE	REVISIONS DESCRIPTION	APPROVED	PROJECT NO.	SHEET NO.
				5400169	5-3
 <p>Likiep Engineering, P.E. HDR Engineering, Inc. Since 1982 P.E. License Number 77692 Tampa, FL 33606-2549</p>				<p>POLK COUNTY ROADS AND DRAINAGE DIVISION 3800 SHEPHERD ROAD WINTER HAVEN, FL 33880</p>	
<p>FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS SIGNING AND PAVEMENT MARKING PLAN (1)</p>				<p>1/27/2022 4:42:42 PM</p>	



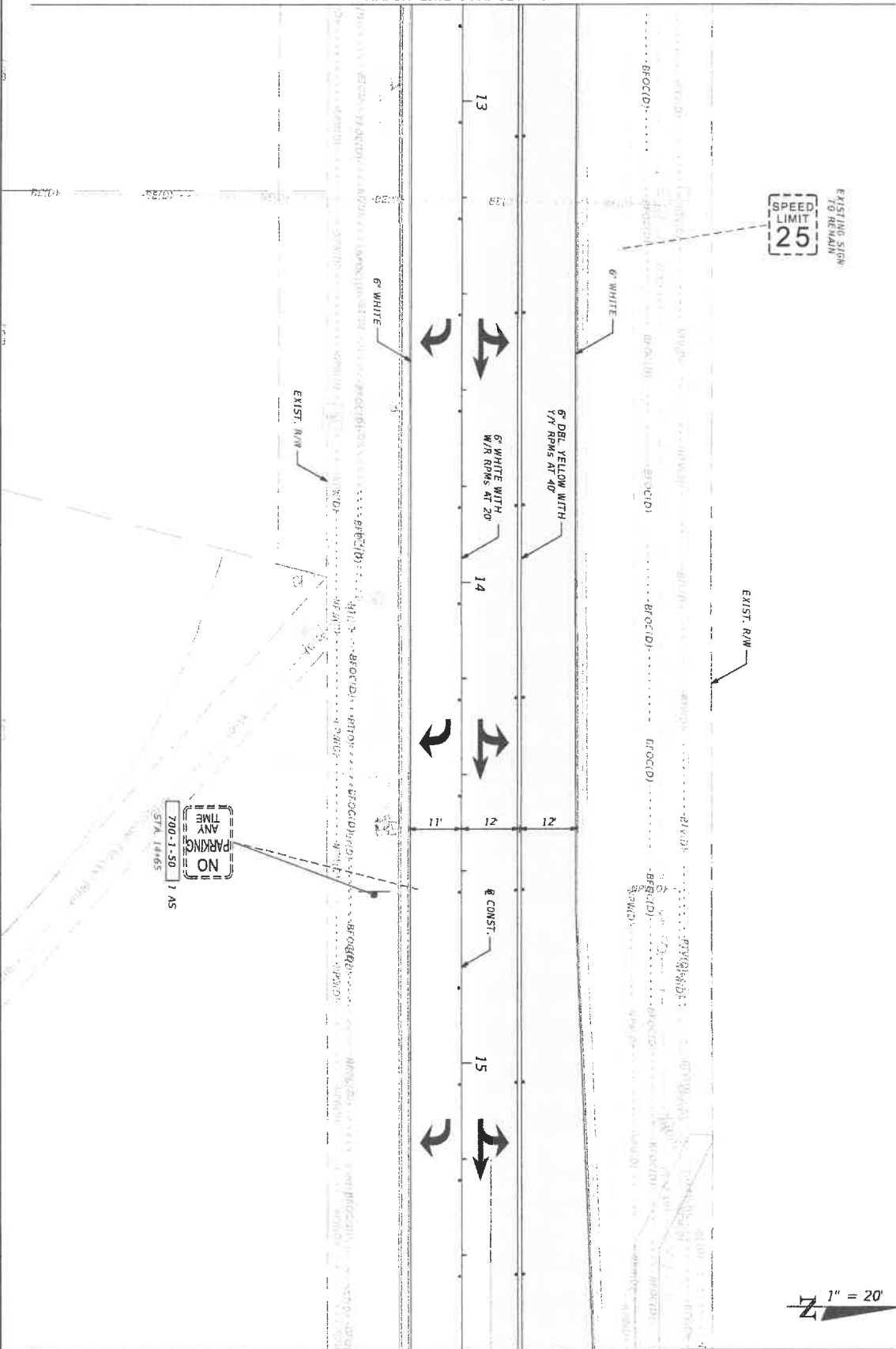


EXISTING SIGN
TO REMAIN

EXIST. R/W

$1'' = 20'$

MATCH LINE STA. 15+60.00



REVISIONS		COUNTY PROJECT NO.	SHEET NO.
NO.	DATE		
	DESCRIPTION	POLK CORNERS BLVD. INTERSECTION IMPROVEMENTS	
	APPROVED	SIGNING AND PAVEMENT MARKING PLAN (?)	
 <p>Lynnette Rattagay, P.E. P.E. License Number 77082 H&R Engineering, Inc. 4838 W. Highway 10 Suite 400 Tampa, FL 33606-5546</p>		 POLK COUNTY ROADS AND DRAINAGE DIVISION 3000 SHEFFIELD ROAD WINTER HAVEN, FL 33880	
		5400169	S-4

[illegible]

PAY ITEM NOTES:

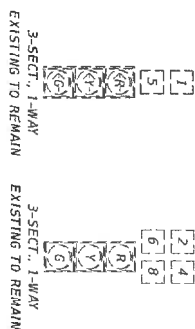
1. 630-2-11:
USE A MINIMUM 2" DIAMETER PVC CONDUIT FOR ALL SIGNAL, PEDESTRIAN, AND DETECTION FUNCTIONS.
INSTALL CONDUIT UNDER PROPOSED ROADWAY AND/OR SIDEWALK PRIOR TO INSTALLATION OF ROADWAY BASE AND SURFACE OR CONCRETE.
2. 632-7-2:
THIS ITEM IS TO INCLUDE ADDING AND ADJUSTING SIGNAL CABLE AS NEEDED TO ACCOMMODATE THE PROPOSED PLAN CHANGES. THIS ITEM IS NOT INTENDED TO REWIRE THE ENTIRE INTERSECTION. SIGNAL CABLE IS NOT TO BE SPLICED, ALL CABLE RUNS MUST CONNECT TO THE CONTROLLER WITHOUT SPLICES.
3. 646-1-40:
PAVEMENT SHALL INCLUDE ALL NECESSARY ITEMS TO RELOCATE EXISTING PEDESTRIAN SIGNAL ASSEMBLIES, INCLUDING UPDATING THE CLEARANCE TITING.

- 660-001-106. INCLUDES MODIFYING THE EXISTING CONTROLLER CABINET FOR THE CONNECTION OF THE PROPOSED LOOPS INTO THE CABINET. CONSTRUCT TYPE F LOOP ASSEMBLIES AS 30 FEET X 6 FEET AND PLACED 2 FEET IN FRONT OF STOP BAR.
- PERMANENTLY MARK EACH LOOP PER PHASE AND PER VEHICLE MOVEMENT AT EACH SPLICE POINT AND AT THE CABINET TERMINATION POINT.
- FOR INCREASED SENSITIVITY, INDUCANCE LOOPS TO HAVE A MINIMUM OF THREE TURNS OF WIRE.
- IN NOW CURB AND GUTTER SECTIONS, CONTRACTOR SHALL INSTALL THE TWISTED PAIR AND LOOP LEAD-IN AS SHOWN IN DETAIL FOR INSTALLED WITHOUT CURB AND GUTTER OF STANDARD PLAN 660-001 OF THE STANDARD PLANS, BOOKLET STANDARD AS NOTED ON KEY SHEET. A TWO-INCH (2") GROUT SLAB SHALL BE INSTALLED TWO INCHES (2") UNDER THE PAVEMENT AT AN ANGLE OF 30-40 DEGREES.

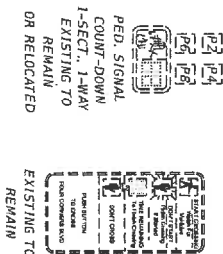
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- CONTROLLER OPERATIONS NOTES:**
1. THE EXISTING SIGNAL CONTROLLER AND CABINET TO REMAIN.
 2. MAJOR STREET IS US 27. MOVEMENTS 1, 2, 5 AND 6, AND MINOR STREET IS FOUR CORNERS BLVD/BELLA CITTA BLVD. MOVEMENTS 4 AND 8.
 3. EXISTING SIGNAL OPERATION PLAN TO REMAIN. EXISTING CONTROLLER TIMINGS TO REMAIN EXCEPT AS SHOWN BELOW.
 4. LOOP ASSEMBLIES TYPE F SHALL BE 30' x 6' AND PLACED 2' IN FRONT OF STOP BAR.
 5. FLASHING OPERATION: MOVEMENTS 2 AND 6 (US 27) TO FLASH YELLOW AND ALL OTHER MOVEMENTS TO FLASH RED.

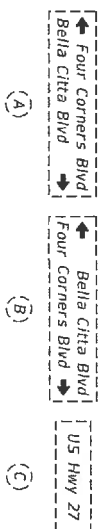
SIGNAL HEAD DETAILS



PEDESTRIAN HEAD DETAILS



EXISTING SIGNS TO REMAIN



DETECTORS FOR LOOPS

LOOP	NO. OF LOOPS	NO. OF EXIST. DETS.	CHANNEL NO.	DELAY TIME (SEC)
L-1	1		1	
L-5	1	1	2	
L-2	3		1	
S-2	3	1	2	
L-4	1		1	3
L-4R	1	1	2	8
L-6	3		1	
S-6	3	1	2	
L-8	1		1	3
L-8R	1	1	2	8

TIMINGS ARE INITIAL AND MAY REQUIRE FIELD ADJUSTING AS DIRECTED BY THE ENGINEER.

DELAY TIMING IS INITIAL AND MAY REQUIRE FIELD ADJUSTING AS DIRECTED BY THE ENGINEER.

REVISIONS		APPROVED	SHEET NO.
NO.	DATE		
	DESCRIPTION		
 <p>Manning Runnells, P.E. P.E. License Number 77662 H&R Engineering Inc. 4600 N. Dale Mabry Blvd., Suite 400 Tampa, FL 33609-2546</p>		 <p>POLK COUNTY ROADS AND DRAINAGE DIVISION 3000 SHEFFIELD ROAD WINTER HAVEN, FL 33880 COUNTY</p>	FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS SIGNALIZATION PLAN (2) 5400169 T-4

Exhibit “C” – Cost Estimate/Budget

Kel Mar Polk County Pricing 9.21.23

Date 9/21/23
Project Champions Station - Polk County Infrastructure Improvements Four Corners Blvd

Polk County Infrastructure Improvements - Four Corners Blvd UNIT PRICE BREAKDOWN

Hard Costs

Base Civil Scope

Description:	Quantity:	Unit:	Unit Cost:	TOTAL:
CLEARING/REMOVALS:				
Litter removal and disposal	1	LS	\$ 3,125.00	\$ 3,125.00
Mowing (.78 ac)	1	LS	\$ 4,806.00	\$ 4,806.00
Clearing & Grubbing (.26 ac) (tree removal)	1	LS	\$ 16,100.00	\$ 16,100.00
RCW Line removal (110-1-1)	1	LS	\$ 15,600.00	\$ 15,600.00
Removal of Existing concrete pavement (110-4-10)	168	SY	\$ 52.00	\$ 8,736.00
TOTAL (CLEARING/REMOVALS)				\$ 48,367.00
EARTHWORK:				
Strip Site 6" (120-1)	1	LS	\$ 23,500.00	\$ 23,500.00
Proof Rolling (structural areas) (120-6)	1	LS	\$ 9,640.00	\$ 9,640.00
Site Excavation (120-1)	356	CY	\$ 25.00	\$ 8,900.00
Export Fill (120-1)	356	CY	\$ 22.00	\$ 7,832.00
Final Grade- One Time (120-6)	1	LS	\$ 29,994.00	\$ 29,994.00
Sodding (570-1-2)	1156	SY	\$ 7.00	\$ 8,092.00
TOTAL(EARTHWORK)				\$ 87,958.00
ROADWAY WORK:				
<u>Asphalt Paving:</u>				
Sawcut and Connect to Existing Asphalt (110-4-10)	3	EA	\$ 850.00	\$ 2,550.00
Mill existing asphalt 1"	1,182	SY	\$ 6.00	\$ 7,092.00
Mill existing asphalt 1.5"	292	SY	\$ 7.00	\$ 2,044.00
Super pave Asphalt, Traffic C	20	TON	\$ 225.00	\$ 4,500.00
Super pave Asphalt, Traffic C (PG 76-22	158	TON	\$ 225.00	\$ 35,550.00
Friction Course, FC-5 PG 76-22	16	TON	\$ 250.00	\$ 4,000.00
<u>Asphalt Paving (options)</u>				
Optional Base Group 9 (6" SP 12.5) (285-709)	490	SY	\$ 85.00	\$ 41,650.00
Optional Base Group 11 (7" SP 12.5) (285-711)	92	SY	\$ 90.00	\$ 8,280.00
12" Compact Subgrade (98%) under Road widening for optional base group 9 and 11 (160-4)	753	SY	\$ 25.00	\$ 18,825.00
<u>Concrete Curb:</u>				
Type "F" Curb (520-1-10)	429	LF	\$ 45.00	\$ 19,305.00
<u>Signalization</u>				
Signalization	1	LS	\$ 33,200.00	\$ 33,200.00
Conduit, furnish & install, open trench	30	LF	\$ 85.00	\$ 2,550.00
Signal Cable - Repair/Replace/Other, F&I	245	LF	\$ 90.00	\$ 22,050.00
Signal Cable - Remove - Intersection	1	PI	\$ 4,390.00	\$ 4,390.00
Aluminum Signal Poles, Relocate	2	EA	\$ 5,100.00	\$ 10,200.00
Loop Assembly, F&I, Type F	2	AS	\$ 6,800.00	\$ 13,600.00
<u>Concrete Sidewalk:</u>				
4" Concrete Sidewalk (on compacted subgrade) (522-1)	105	SY	\$ 75.00	\$ 7,875.00
Detectable Warning	26	SF	\$ 40.00	\$ 1,040.00
<u>Misc.</u>				
Adjust Valve Box	5	EA	\$ 225.00	\$ 1,125.00
<u>Striping & Signage:</u>				
Single Post Sign, Relocate	1	AS	\$ 350.00	\$ 350.00
Raised Pavement Marker, Type B	43	EA	\$ 50.00	\$ 2,150.00
Temp Striping (Per Pay Items - sheet 3)	1	LS	\$ 7,786.00	\$ 7,786.00
Thermoplastic Striping (Per Pay Items - sheet 3)	1	LS	\$ 15,325.00	\$ 15,325.00
Detectable Warnings	26	SF	\$ 45.00	\$ 1,170.00
TOTAL (Roadway Work)				\$ 266,607.00
GENERAL CONDITIONS:				
Mobilization/Demobilization (101-1)	1	LS	\$ 6,328.00	\$ 6,328.00

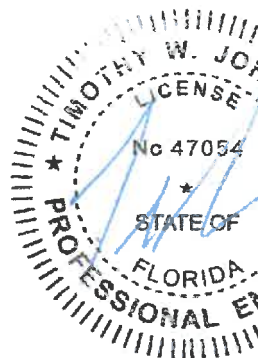
NPDES Maintenance (104-10-3)	1	LS	\$ 3,833.00	\$ 3,833.00
Silt Fence type III (single) (Sediment Barrier 104-10-3)	638	LF	\$ 3.00	\$ 1,914.00
Tree Barricades				
Inlet Protection (104-18)	2	EA	\$ 175.00	\$ 350.00
Tree Trimming and Root Pruning				
Construction Entrance (soil tracking prevention) (101-1)	1	EA	\$ 6,800.00	\$ 6,800.00
Construction Layout & As-builts (101-1)	1	LS	\$ 34,154.00	\$ 34,154.00
Traffic Control (102-1)	1	LS	\$ 37,300.00	\$ 37,300.00
TOTAL (General Conditions)				\$ 90,679.00
Total Hard Construction Cost			\$	493,611.00
CONTINGENCY:				
Construction Contingency for Unforeseen	10% of total costs		\$	49,361.10
TOTAL (Contingency)			\$	49,361.10
TOTAL HARD COSTS			\$	542,972.10

Soft Costs

Base Civil Scope

Description:	Quantity:	Unit:	Unit Cost:	TOTAL:
SOFT COSTS:				
<u>Insurance / Professional Services:</u>				
Insurance	0.70%	NA	\$	3,800.80
3rd Party Survey and As built (Allowance)		NA	\$	6,600.00
3rd Party Testing (Allowance)		NA	\$	4,537.50
Financing/Bond/Legal (TBD) Placeholder	Estimated		\$	75,000.00
			Total:	\$ 89,938.30
Soft Cost Contingency for Unforeseen	10% of total costs		\$	8,993.83
			Total:	\$ 8,993.83
<u>Development / Construction Management Fee:</u>				
Development / Construction Management Fee	15%	NA	\$	96,285.64
			Total:	\$ 96,285.64
TOTAL SOFT COSTS			\$	195,217.77

TOTAL PROJECT COST **\$ 738,189.87**


 Timothy W. Johnson,
 State of Florida,
 Professional Engineer,
 License #47054. This item
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 Johnson on the date
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