

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: Noah Milov

(CHECK ONE)

Heather Bryan



FROM: Jose Fernandez (863) 535-2310

(Name and Phone Number)

DATE: 07/16/2026

RETURN TO: Jose Fernandez (TR01)

DIVISION: Roads & Drainage

BOARD AGENDA DATE: 08/18/2026

COUNTY MANAGER ITEM: ☐

PROJECT: Thompson Nursery Road Extension

CSA/CONTRACT NUMBER: 2026-052

MODIFICATION NUMBER:

CHANGE ORDER NUMBER:

TYPE OF AGREEMENT: Joint Project Agreement (JPA)

NAME OF CONSULTANT/CONTRACTOR: Jr. Davis Construction Company, Inc.

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL:

Signature of Requester and Date

Heather Bryan 7/24/26

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest convenience. THANK YOU.

For CAO Use Only:

County Attorney

Assigned Staff:

Heather

Log-In Date:

JUL 20 2026

CAO Project Number:

2026-473

Log-Out Date:

7-21-26

**JOINT PROJECT AGREEMENT
BETWEEN POLK COUNTY AND CITY OF
EAGLE LAKE FOR THOMPSON NURSERY
ROAD EXTENSION PROJECT**

This agreement ("Agreement") is entered into by and between Polk County, a political subdivision of the State of Florida, ("**COUNTY**") and the City of Eagle Lake, a Florida municipal corporation, organized and existing under the laws of the State of Florida, ("**CITY**").

WITNESSETH:

WHEREAS, the **COUNTY** is constructing, reconstructing, or otherwise changing a portion of a public road, said project being identified as **THOMPSON NURSERY ROAD**, Road No. 961304, ("Project"); and

WHEREAS, the **CITY** owns or desires to install certain utility facilities which are located within the limits of the Project and depicted on Exhibit "A" attached hereto ("Facilities") (Facilities shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment or removal of the Facilities, or some combination thereof, ("Utility Work"); and

WHEREAS, the **COUNTY** and the **CITY** entered into a Joint Project Agreement for design services on May 28, 2024 to allow the **COUNTY's** Consultant to design the necessary adjustments to the **CITY's** Facilities to accommodate the Project; and

WHEREAS, the design of the Project and the design of the adjustments to the **CITY's** Facilities is now complete and the **COUNTY** has selected the Contractor for the Project; and

WHEREAS, the anticipated costs of the Utility Work is \$444,450.00; and

WHEREAS, the **COUNTY** and the **CITY** have determined that it would be in the best interests of the general public and to the economic advantage of both parties to enter into an agreement providing for the construction of the Utility Work by the **COUNTY Contractor** (construction of the Utility Work shall hereinafter be referred to as the "Utility Construction"); and

WHEREAS, the **CITY**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Construction.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **COUNTY** and the **CITY** hereby agree as follows:

1. Construction of Utility Work

- a. The **COUNTY** by responsible for overseeing the Utility Construction as well as Engineering and Inspection Services by the **COUNTY Contractor**.
- b. The Utility Construction shall be constructed in accordance with the design previously approved by the **CITY**.

2. Cost of Utility Construction

- a. The **CITY** shall be responsible for all costs of the Utility Construction.
- b. The **CITY** agrees that it will, no more than thirty (30) days following the Effective Date, furnish the **COUNTY** an advance deposit of the amount of FOUR HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED FIFTY AND 00/100 DOLLARS (\$444,450.00) plus FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) in contingency funds. The contingency funds will only be used if authorized by the **CITY** in writing.

The **COUNTY** shall utilize this deposit for the payment of the Utility Construction. Both parties further agree that in the event the final billing pursuant to the terms of Subparagraph 2.c. below is less than the advance deposit, a refund of any excess will be made by the **COUNTY** to the **CITY**. If the cost of the Utility Construction exceeds or is estimated to exceed the advance deposit, the **CITY** shall submit the necessary funds to cover the costs or estimated costs of the Utility Construction within thirty (30) days of receiving notice from the County. In the event that it is subsequently determined by the **COUNTY** or **CITY** that additional work beyond what is shown in the construction plans is necessary in order to properly complete the Utility Construction, the **CITY** shall make an additional deposit in the amount necessary to allow the Utility Construction to be completed.

- c. Upon final payment to the **COUNTY Contractor**, the **COUNTY** intends to have its final and complete accounting of all costs incurred in connection with the Utility Construction within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the **CITY** for a period of three (3) years after final close out of the project. The **CITY** will be notified of the final cost. Both parties agree that in the event the final accounting of total Utility Construction is less than the total deposits to date, a refund of the excess will be made by the **COUNTY** to the **CITY** within sixty (60) days of the final accounting being completed. Both parties agree that in the event the final accounting of total Utility Construction is more than the total deposits to date, the **CITY** shall submit the necessary funds cover the total costs of the Utility Construction to the **COUNTY** within thirty (30) days of receiving notice from the County.

3. Default

- a. In the event the **CITY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **COUNTY** may exercise one more of the following options, provided that at no time shall the **COUNTY** be entitled to receive double recovery of damages:
 - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **COUNTY**.
 - (2) Suspend the issuance of further permits to the **CITY** for the placement of Facilities on **COUNTY** property if the breach is material and has not been cured within 60 days from written notice thereof from the **COUNTY** until such time as the breach is cured.
 - (3) Pursue a claim for damages suffered by the **COUNTY**.
 - (4) Pursue any other remedies legally available.
 - (5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event the **COUNTY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **CITY** may exercise one or more of the following options:
 - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **CITY**.
 - (2) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties or from any statutory obligations that either party may have with regard to the subject matter hereof.

4. Liability

- a. To the extent provided by law, the **COUNTY** hereby agrees to be responsible for any loss, damage, liability, expense, penalty, fine, suit, action, claim and any expense whatsoever arising from or caused solely by any act or omission of the **COUNTY**, its officers, employees, contractors or agents.
- b. To the extent provided by law, the **CITY** hereby agrees to be responsible for any loss, damage,

liability, expense, penalty, fine, suit, action, claim and any expense whatsoever arising from or caused solely by any act or omission of the **CITY**, its officers, employees, contractors or agents.

- c. **Nothing herein shall be deemed a waiver, express or implied, of either party's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.**

5. Miscellaneous

- a. Time is of the essence in the performance of all obligations under this Agreement.
- b. Either party may unilaterally terminate this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **party** in conjunction with this Agreement.
- c. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Unless otherwise notified in writing, notices shall be sent to the following addresses:

Notice to Polk County shall be:

Director, Roads and Drainage Division
Polk County Board of County Commissioners
3000 Sheffield Road
Winter Haven, FL 33880

with a copy to:

County Attorney
Polk County Board of County Commissioners
330 West Church Street
Bartow, FL 33830

Notice to the City shall be:

Director, Public Works
City of Eagle Lake
75 N. 7th Street
Eagle Lake, FL 33839

with a copy to:

City Attorney
City of Eagle Lake
75 N. 7th Street
Eagle Lake, FL 33839

- d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **COUNTY** has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.
- e. This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the ordinances, rules and regulations of Polk County including, but not limited to the Polk County Comprehensive Plan, Land Development Code and Utility Code, and any amendments thereto in effect as of the Effective Date of this Agreement. The Parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, or enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.
- f. This Agreement shall be effective upon the date of execution of the last Party ("Effective Date").
- g. A waiver by any 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.
- h. Neither the **COUNTY** nor the City shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, labor disputes, natural catastrophe, or any event beyond the control of the nonperforming party and which could have been avoided or overcome by exercise of due diligence; provided that the party claiming excuse from performance has:

1. Promptly notified the other party of the occurrence and its estimated duration.
 2. Promptly remedied or mitigated the effects the effects of the occurrence and its estimated duration.
 3. Resume performance as soon as possible.
- i. Except as noted in Section 4 above, 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.
 - j. This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

*****THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK*****

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

**CITY OF EAGLE LAKE
CITY COMMISSIONERS**

By: 
Cory Coler, Mayor

Date: 7-6-2016

**ATTEST:
Dawn Wright, City Clerk**

By: 
Print Name: Dawn Wright
Title: City Clerk

(SEAL)



Reviewed as to Form and Legal Sufficiency

By: 
City Attorney

**POLK COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Martha Santiago, Chair

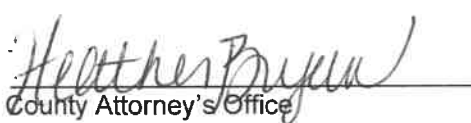
Date: _____

**ATTEST:
Stacy M. Butterfield, Clerk to the Board**

By: _____
Print Name: _____
Title: _____

(SEAL)

Reviewed as to Form and Legal Sufficiency

By: 
County Attorney's Office

THOMPSON NURSERY ROAD WATER MAIN POLK COUNTY, FLORIDA

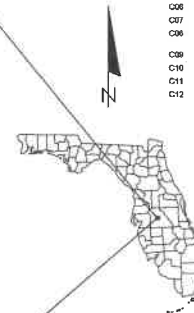
MAY, 2025

SHEET INDEX

Sheet Number	Sheet Title
G01	COVER SHEET
G02	GENERAL NOTES
G03	KEY SHEET
C01	OVERALL PLAN
C02	PLAN AND PROFILE - CONNECTION DETAIL
C03	PLAN AND PROFILE - WATER MAIN
C04	PLAN AND PROFILE - THOMPSON NURSERY ROAD
C05	PLAN AND PROFILE - THOMPSON NURSERY ROAD
C06	PLAN AND PROFILE - THOMPSON NURSERY ROAD
C07	PLAN AND PROFILE - THOMPSON NURSERY ROAD
C08	PLAN AND PROFILE - CAMERON RD SW
C09	STUB-OUT
C10	CIVIL DETAILS
C11	CIVIL DETAILS
C12	CIVIL DETAILS

OWNER:
POLK COUNTY
P.O. BOX 9005, DRAWER RE-01
BARTOW, FLORIDA 33831

ENGINEER:
COLTEN A. BRICKLER, P.E.
EMAIL: COLTEN.BRICKLER@KIMLEY-HORN.COM
KIMLEY-HORN AND ASSOCIATES, INC.
200 S. ORANGE AVE, SUITE 600
ORLANDO, FLORIDA 32801



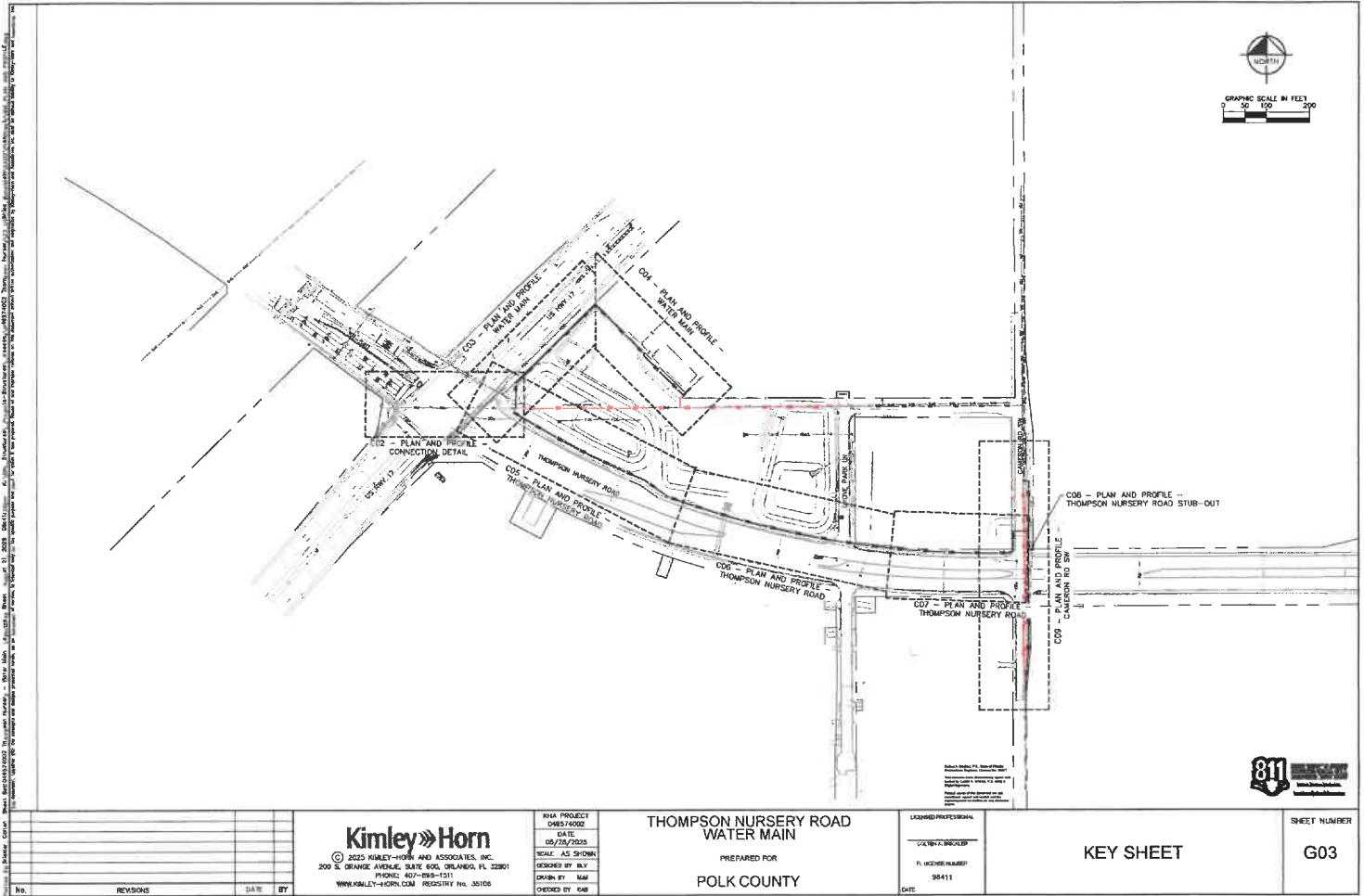
PROJECT VICINITY MAP
N.T.S.



THE SITE CONSTRUCTION STAKEOUT SHALL BE PERFORMED UNDER THE DIRECTION OF A FLORIDA REGISTERED SURVEYOR. KIMLEY-HORN SHALL BE FURNISHED TO ALL IN THE SITE CONSTRUCTION STAKEOUT. ANY DISCREPANCIES FOUND BETWEEN AERIAL FILES AND SITE CONSTRUCTION PLANS SHALL BE BROUGHT TO THE OWNER'S ATTENTION FOR CLARIFICATION PRIOR TO THAT STAKEOUT.

Kimley-Horn & Associates, Inc.
200 S. Orange Ave., Suite 600
Orlando, Florida 32801
Phone: (407) 396-1011
Fax: (407) 396-1012
www.kimley-horn.com

 © 2025 KIMLEY-HORN AND ASSOCIATES, INC. 200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL 32801 PHONE: (407) 396-1011 WWW.KIMLEY-HORN.COM REGISTRY NO. 33108	KIM PROJECT 019514002 DATE 05/09/2025 SCALE: AS SHOWN DESIGNED BY: JLS DRAWN BY: JLS CHECKED BY: CAS	THOMPSON NURSERY ROAD WATER MAIN PREPARED FOR POLK COUNTY	LICENSED PROFESSIONAL COLTEN A. BRICKLER FL LICENSE NUMBER 96411 DATE	COVER SHEET	SHEET NUMBER G01
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NO.	REVISIONS	DATE	BY

Kimley-Horn
 © 2025 KIMLEY-HORN AND ASSOCIATES, INC.
 200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL 32801
 PHONE: 407-259-1311
 WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

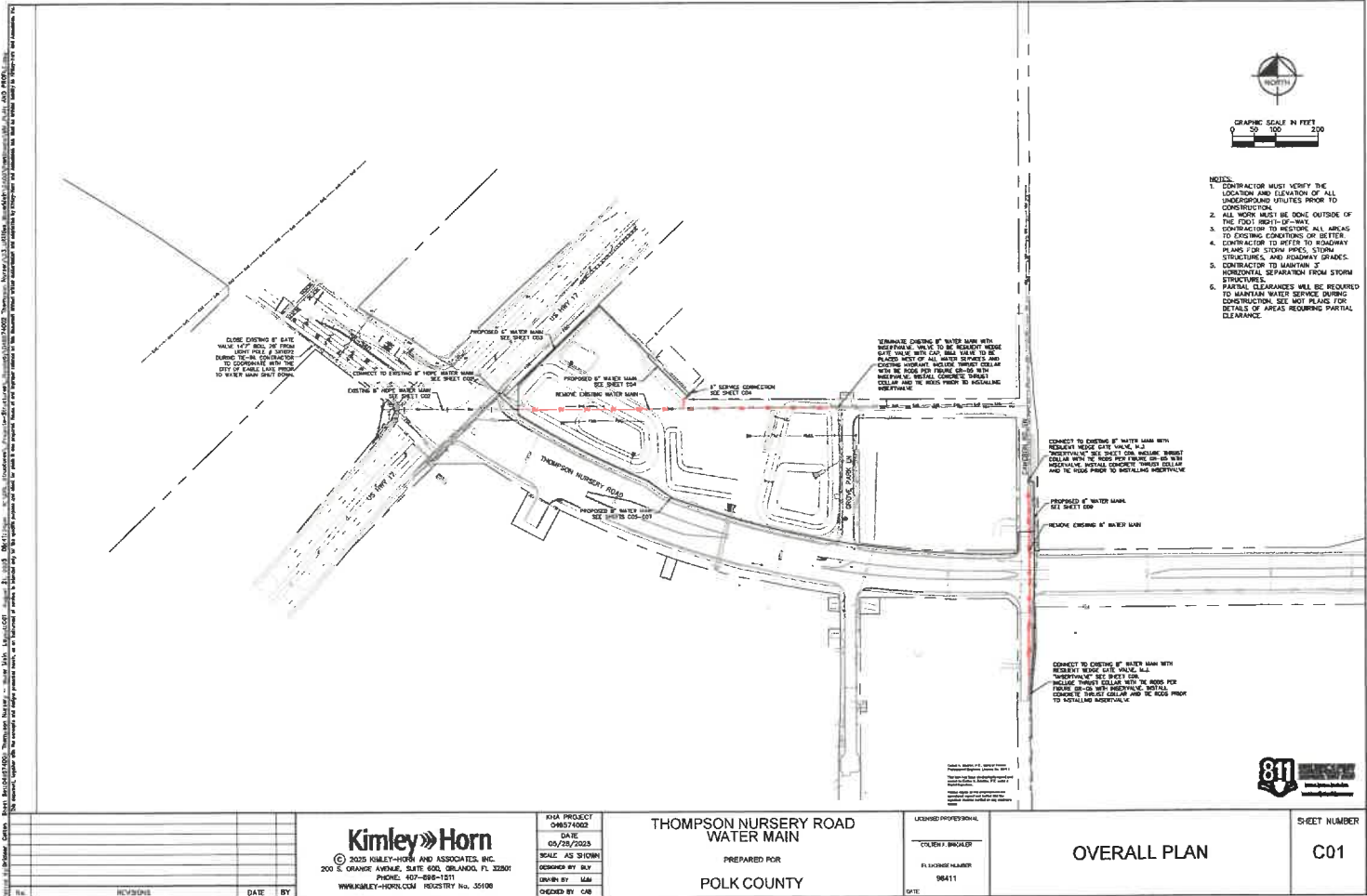
ROAD PROJECT
 048514002
 DATE
 05/29/2025
 SCALE: AS SHOWN
 DESIGNED BY: BLY
 DRAWN BY: BMR
 CHECKED BY: GMB

**THOMPSON NURSERY ROAD
 WATER MAIN**
 PREPARED FOR
POLK COUNTY

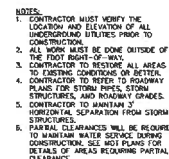
LICENSED PROFESSIONAL
 CIVIL/MECHANICAL
 FL LICENSE NUMBER
 98411
 DATE

KEY SHEET

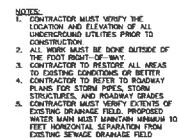
SHEET NUMBER
G03



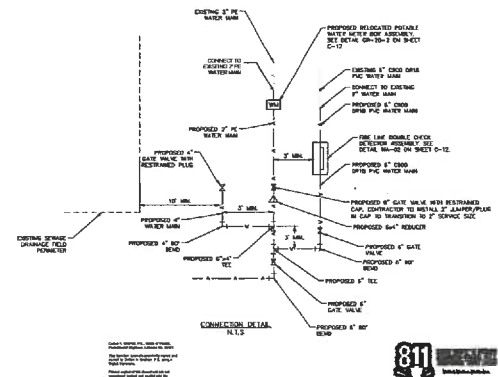
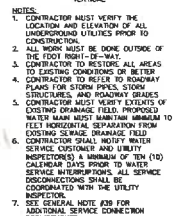
REVISIONS DATE BY			Kimley»Horn © 2025 KIMLEY-HORN AND ASSOCIATES, INC. 200 E. ORANGE AVENUE, SUITE 600, ORLANDO, FL 32801 PHONE: 407-886-1111 WWW.KIMLEY-HORN.COM PROJECT NO. 351006 KHA PROJECT 048574002 DATE 05/28/2025 SCALE AS SHOWN DRAWN BY MM CHECKED BY CAR		THOMPSON NURSERY ROAD WATER MAIN PREPARED FOR POLK COUNTY LEGEND PROFESSIONAL CHECKED BRUNER FL LICENSE NUMBER 96411 DATE		OVERALL PLAN	SHEET NUMBER C01
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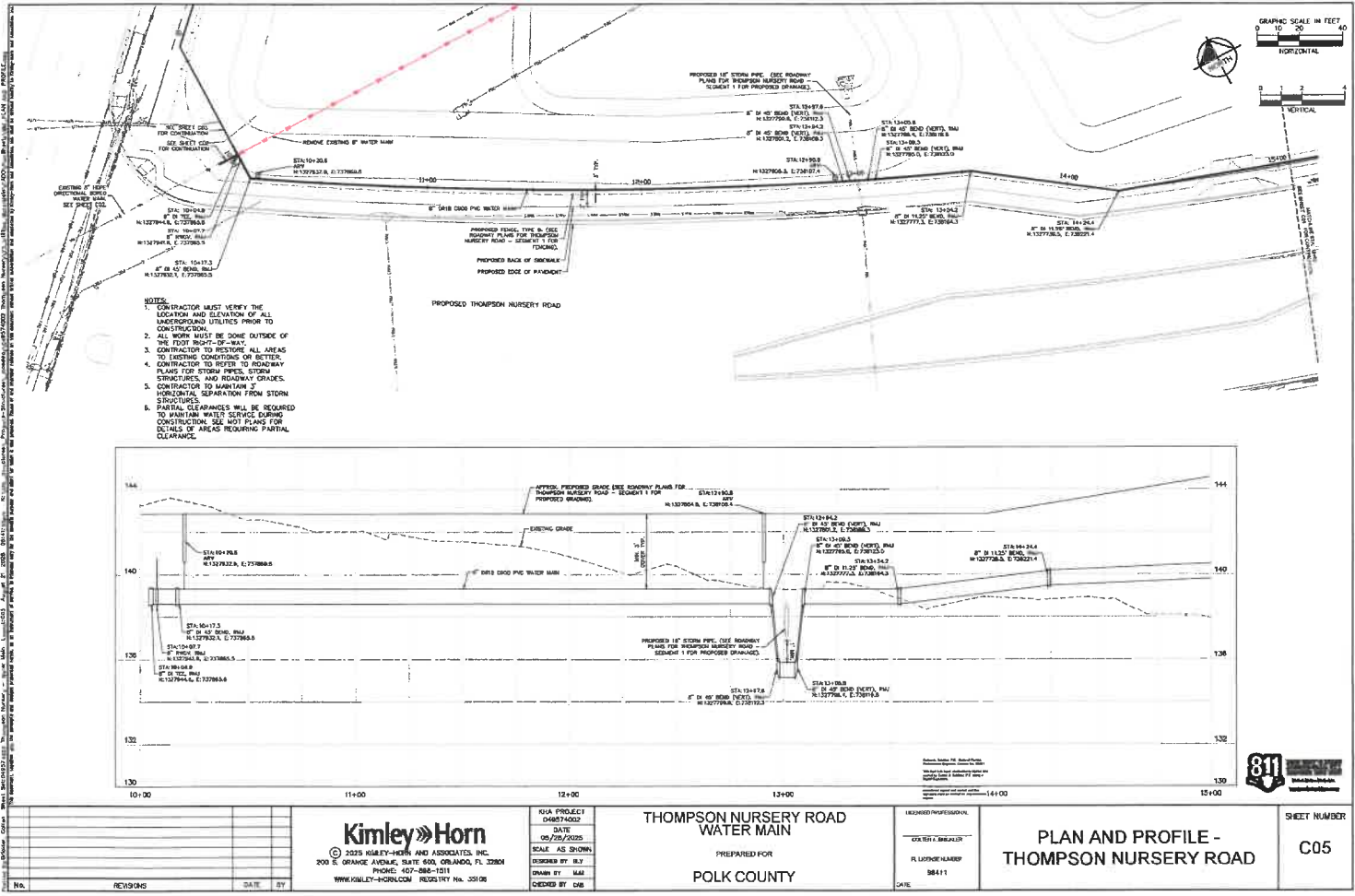
 © 2025 KIMLEY-HORN AND ASSOCIATES, INC. 200 S. ORANGE AVENUE, SUITE 100, ORLANDO, FL 32801 PHONE: 407-688-1011 WWW.KIMLEY-HORN.COM REGISTRY No. 304106		ROL PROJECT 048574002 DATE 05/15/2025 SCALE AS SHOWN DESIGNED BY: BLV DRAWN BY: GJS CHECKED BY: GJS	THOMPSON NURSERY ROAD WATER MAIN PREPARED FOR POLK COUNTY	LICENSED PROFESSIONAL CAREY H. BRADLEY FL LICENSE NUMBER 98411	PLAN AND PROFILE - CONNECTION DETAIL	SHEET NUMBER C02
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				 © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 200 S. ORANGE AVENUE, SUITE 800, ORLANDO, FL 32801 PHONE: 407-886-0151 WWW.KIMLEY-HORN.COM REGISTRY NA: 35108		KHA PROJECT 048274002 SAC 05/28/2025 SCALE: AS SHOWN DESIGNED BY: B.T. CHECKED BY: KAH DESIGNED BY: GAB		THOMPSON NURSERY ROAD WATER MAIN PREPARED FOR POLK COUNTY		UNCLASSIFIED PROFESSIONAL DATE: 05/28/2025 FL LICENSE NUMBER: 58411		PLAN AND PROFILE - WATER MAIN		SHEET NUMBER: C03	
No.	REVISIONS	DATE	BY												



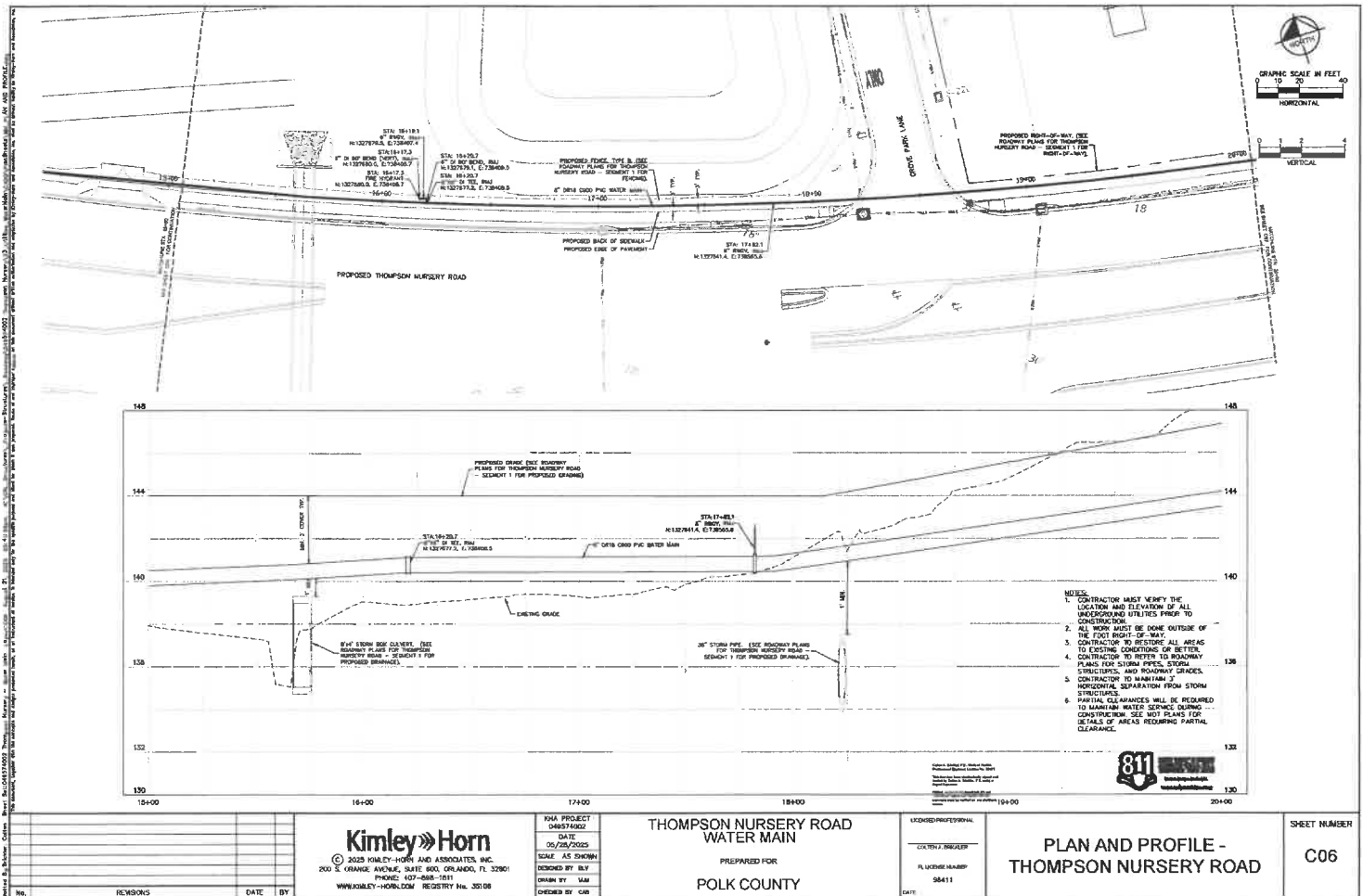
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REV. NO. REVISIONS DATE BY															

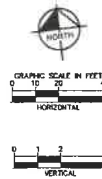
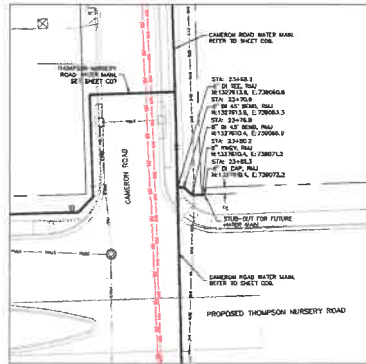


- NOTES:
1. CONTRACTOR MUST VERIFY THE LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
 2. ALL WORK MUST BE DONE OUTSIDE OF THE RIGHT-OF-WAY.
 3. CONTRACTOR TO RESTORE ALL AREAS TO EXISTING CONDITIONS OR BETTER.
 4. CONTRACTOR TO REFER TO ROADWAY PLANS FOR STORM PIPES, STORM STRUCTURES, AND ROADWAY GRADES.
 5. CONTRACTOR TO MAINTAIN 3' HORIZONTAL SEPARATION FROM STORM STRUCTURES.
 6. PARTIAL CLEARANCES WILL BE REQUIRED TO MAINTAIN WATER SERVICE DURING CONSTRUCTION. SEE DETAIL PLANS FOR DETAILS OF AHEAD SIGNING PARTIAL CLEARANCE.

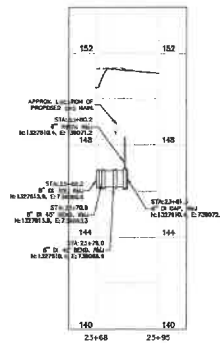
NO.	REVISIONS	DATE	BY

Kimley-Horn © 2025 KIMLEY-HORN AND ASSOCIATES, INC. 200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL 32808 PHONE: 407-886-1011 WWW.KIMLEY-HORN.COM PROJECT NO. 231108	PROJECT D48574002	DATE 05/28/2025	SCALE AS SHOWN	DESIGNED BY W.J.	DRAWN BY W.J.	CHECKED BY D.B.
	THOMPSON NURSERY ROAD WATER MAIN			PREPARED FOR POLK COUNTY		
	THOMPSON NURSERY ROAD			DESIGNED PROFESSIONAL DATE		
	FL LICENSE NUMBER 38411			PLAN AND PROFILE - THOMPSON NURSERY ROAD		
						SHEET NUMBER C05





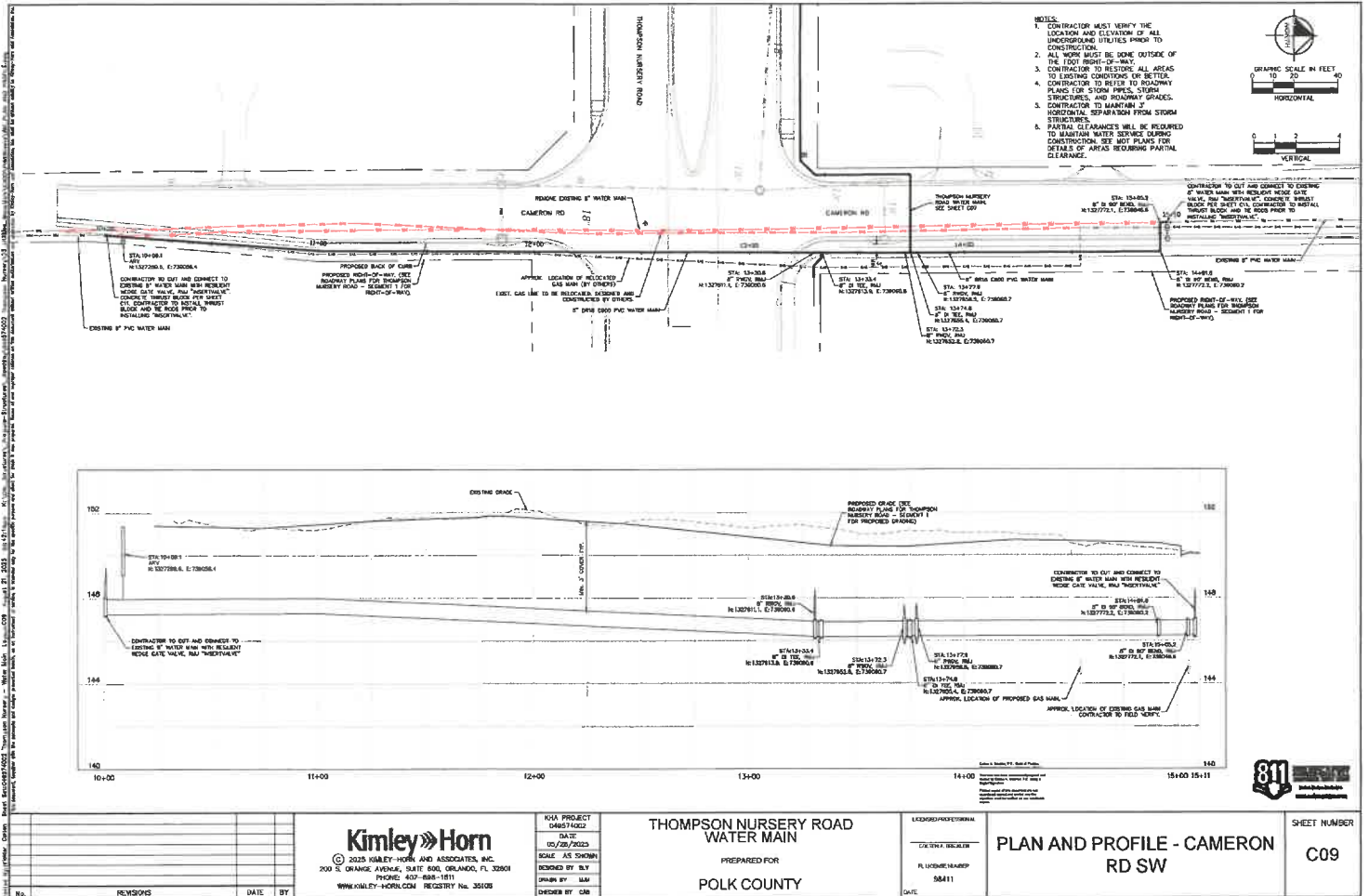
- NOTES:
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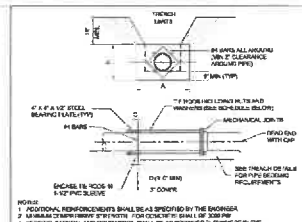
DESIGNED BY: KIMLEY-HORN
 CHECKED BY: KIMLEY-HORN
 DATE: 05/25/2022



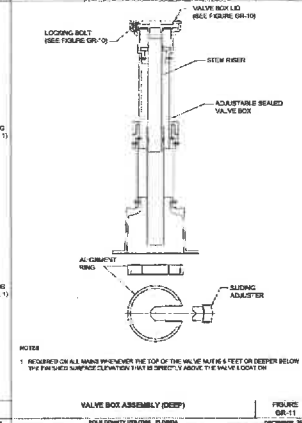
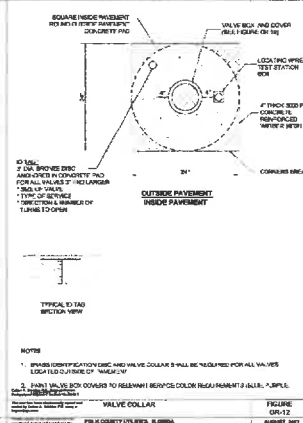
NO. REVISIONS DATE BY	Kimley-Horn 3035 WALKER AVENUE, SUITE 600, ORLANDO, FL 32801 PHONE: 407-886-1011 WWW.KIMLEY-HORN.COM REGISTRY No. 35108	TOMPSON NURSERY ROAD WATER MAIN PREPARED FOR POLK COUNTY	LICENSED PROFESSIONAL COLLEEN A. BRUGLER FL LICENSE NUMBER 56411	PLAN AND PROFILE - TOMPSON NURSERY ROAD STUB-OUT	SHEET NUMBER C08
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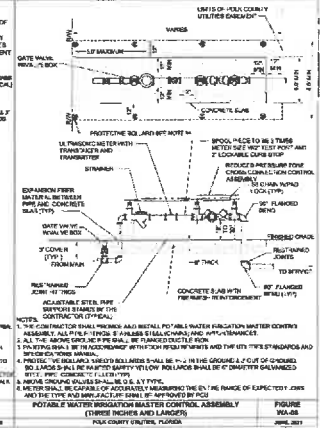
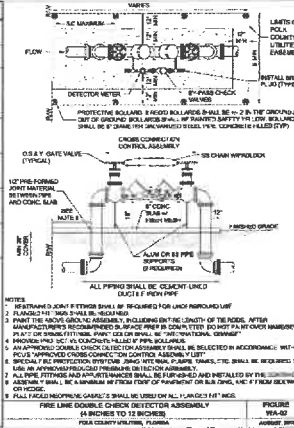


MINIMUM LENGTH 1/2" / 12mm REQUIRED ON EACH SIDE OF FITTINGS												
TYPE	INCH OR MORE PIP SIZE											
	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
80' BRANCH OR BRANCH-ON-TEE	25	37	47	56	64	82	89	112	128	156	174	188
45° BEND	19	29	39	47	56	64	82	89	112	128	156	188
20-10° ELBOW	1	8	9	12	13	14	15	25	27	32	50	58
15-10° BEND	3	4	5	6	8	9	10	13	15	18	32	38
FLANGES OR CAPS	3	4	5	8	17	17	26	26	29	34	47	68
POINTS OF CONNECTION WITH LONG PIPE	40	40	40	40	40	40	40	85	85	95	99	80

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HORIZONTAL PIPELINE SEPARATION REQUIREMENTS									
HORIZONTAL SEPARATION REQUIREMENTS (NOTES 1 & 2)									
PROPOSED UTILITY	POTABLE WATER (NOTE 3)	RECLAIMED WATER MAIN (NOTE 4)	WASTEWATER FORCEMAIN (NOTE 5)	SANITARY SEWER (NOTE 6)	STORM SEWER (NOTE 7)	STRUCTURAL FOUNDATION (NOTE 8)	ALL SIZES	ALL SIZES	ALL SIZES
POTABLE WATER (NOTE 3)	4" - 12"	12"	12"	12"	12"	12"	12"	12"	12"
RECLAIMED WATER MAIN (NOTE 4)	12"	12"	12"	12"	12"	12"	12"	12"	12"
WASTEWATER FORCEMAIN (NOTE 5)	12"	12"	12"	12"	12"	12"	12"	12"	12"
SANITARY SEWER (NOTE 6)	12"	12"	12"	12"	12"	12"	12"	12"	12"

VERTICAL PIPELINE SEPARATION REQUIREMENTS									
VERTICAL SEPARATION REQUIREMENTS (NOTES 1 & 2)									
PROPOSED UTILITY	POTABLE WATER (NOTE 3)	RECLAIMED WATER MAIN (NOTE 4)	WASTEWATER FORCEMAIN (NOTE 5)	SANITARY SEWER (NOTE 6)	STORM SEWER (NOTE 7)	STRUCTURAL FOUNDATION (NOTE 8)	ALL SIZES	ALL SIZES	ALL SIZES
POTABLE WATER (NOTE 3)	12"	12"	12"	12"	12"	12"	12"	12"	12"
RECLAIMED WATER MAIN (NOTE 4)	12"	12"	12"	12"	12"	12"	12"	12"	12"
WASTEWATER FORCEMAIN (NOTE 5)	12"	12"	12"	12"	12"	12"	12"	12"	12"
SANITARY SEWER (NOTE 6)	12"	12"	12"	12"	12"	12"	12"	12"	12"



Kimley-Horn

200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL 32801

PHONE: 407-895-1511

WWW.KIMLEY-HORN.COM REGISTRY No. 35108

THOMPSON NURSERY ROAD WATER MAIN

PREPARED FOR

POLK COUNTY

DATE: 05/28/2020

SCALE: AS SHOWN

REVIEWED BY: B.V.

DRAWN BY: G.D.

CHECKED BY: G.D.

PROJECT: 049574902

DATE: 05/28/2020

SCALE: AS SHOWN

REVIEWED BY: B.V.

DRAWN BY: G.D.

CHECKED BY: G.D.

DESIGNED: PROTECTED

CHECKED: BROWER

FLUORINE: 38411

DATE:

CIVIL DETAILS

C12

Thompson Nursery Road Extension Phase 1 – Segment 1

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Bid 25-420 (Revised Bid Sheet - Addendum 5)

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