

# REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: Noah Milov  
(CHECK ONE) Heather Bryan

FROM: Daren Carriere 863-535-2276 DATE: 2/9/26  
(Name and Phone Number)

RETURN TO: Daren Carriere TR01 DIVISION: Roads and Drainage

BOARD AGENDA DATE: March 3 COUNTY MANAGER ITEM:

PROJECT: Chestnut Road Sidewalk Construction - FDOT Construction Agreement & Resolution

CSA/CONTRACT NUMBER: N/A

MODIFICATION NUMBER: CHANGE ORDER NUMBER:

TYPE OF AGREEMENT: FDOT Construction Agreement & Resolution

NAME OF CONSULTANT/CONTRACTOR: N/A

*Please indicate any time limits and attach all necessary documentation.*

REQUEST IN DETAIL: Construction activities have already begun. Contractor has to avoid the intersection of Chestnut Road and US92 until the Construction Agreement is executed.

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

*Please see email w/ charges. Heather Bryan*

For CAO Use Only:		County Attorney	
Assigned Staff:	Heather	Log-In Date:	FEB 11 2026
CAO Project Number:	2026-102	Log-Out Date:	2-17-26

**COUNTY OF POLK, STATE OF FLORIDA**

**RESOLUTION NO. 2026 - \_\_\_\_**

Construction Agreement: for the Chestnut Road at US 92 (New Tampa Highway) Sidewalk Project.

**A RESOLUTION OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS  
AUTHORIZING THE EXECUTION OF THAT CERTAIN CONSTRUCTION AGREEMENT  
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.**

**WHEREAS**, the Polk County Board of County Commissioners have the authority to enter into a Construction Agreement with the Florida Department of Transportation to undertake a project as authorized by Section ,339.08, Florida Statutes.

**NOW, THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Polk County, Florida that:

1. The Construction Agreement for the Chestnut Road at US 92 is approved; and
2. The Chairperson of the Board of County Commissioners, or in his/her absence the Vice Chairperson, is hereby authorized to act as Construction Coordinator and to execute the Construction Agreement.

**DULY ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**ATTEST:**

**STACY BUTTERFIELD, CLERK**

**BOARD OF COUNTY COMMISSIONERS  
POLK COUNTY, FLORIDA**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Martha Santiago, Ed. D., Chair

Date: \_\_\_\_\_

Reviewed as to form and legality:

By: \_\_\_\_\_  
County Attorney's Office      Date



the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity, they will be exempt from these requirements.

6. The Construction Coordinator shall be responsible for monitoring construction operations and Temporary Traffic Control (TTC) throughout the course of the Project in accordance with the latest edition of the FDOT Standard Specifications, Section 102, Maintenance of Traffic, and FDOT Standard Plans, 102-600 series. The Construction Coordinator is responsible for the development of a TTC Plan and making any changes to that plan as necessary. Any TTC plan developed by the Construction Coordinator that deviates from the FDOT Standard Plans must be signed and sealed by a professional engineer. TTC plans will require written approval by the DEPARTMENT prior to implementation.
7. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations are accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
8. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
9. The Construction Coordinator shall take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the DEPARTMENT'S first priority. If lane or road closures are required to ensure the life, health, and safety of the travelling public, the Construction Coordinator must notify the District Maintenance Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The DEPARTMENT expects professional engineering judgement be applied in all aspects of locally or privately delivered projects. Defect management and supervision of Project bridge structures components must be proactively managed, monitored, and inspected by DEPARTMENT prequalified structures engineer(s). The District Maintenance Engineer must be notified immediately of defect monitoring that occurs in the Project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The Construction Coordinator shall also ensure compliance with the DEPARTMENT Construction Project Administration Manual, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.
10. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest, or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy, or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.
11. The Construction Coordinator shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.
12. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard, and local governmental entities.
13. The Construction Coordinator is responsible for the provision of Construction Engineering Inspection (CEI) services. The DEPARTMENT reserves the right to require the Construction Coordinator to hire a DEPARTMENT pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by DEPARTMENT. The DEPARTMENT shall have the right to approve the CEI firm. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the written approval of the DEPARTMENT, a local government agency may choose to satisfy the requirements set forth in this paragraph by either hiring a DEPARTMENT prequalified consultant firm or utilizing local government staff that meet the requirements of this paragraph, or a combination thereof.
14. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.
15. All work and construction shall be completed within 365 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this

Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days' prior written notice of termination to the Construction Coordinator.

16. The Construction Coordinator shall be responsible for maintaining and restoring all features that might require relocation within the DEPARTMENT right of way.
17. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
18. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance with the Plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
19. If the DEPARTMENT determines that the Project is not completed in accordance with the Provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) file a claim against the payment and performance bond with the Surety for correction of the deficiency(ies) and completion of the contract; or 3) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice. If no payment is received within thirty (30) days from date of invoice submittal, the DEPARTMENT will file a claim against the bond for all expenses incurred, including services incidental to collecting losses.
20. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.
21. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below. Electronic means of communication shall be sufficient if emailed to the parties at the contact information listed below.
22. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.
23. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
24. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.
25. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for herein.
26. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.
27. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.
28. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquishment in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.
29. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
30. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principal purposes of this Agreement remain enforceable.
31. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Modifications to the Agreement shall be included in Appendix B.

32. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.
33. The Construction Coordinator shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and
34. The Construction Coordinator shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
35. The Construction Coordinator shall 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 Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:
  - A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the Construction Coordinator.
  - B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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.
  - D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT. The Construction Coordinator shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the DEPARTMENT a copy of the Construction Coordinator's response to each such request.

**IF THE CONSTRUCTION COORDINATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION COORDINATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Central Office  
850-414-5355  
COprcustodian@dot.state.fl.us  
Office of the General Counsel  
Florida Department of Transportation  
605 Suwannee Street, MS 58  
Tallahassee, FL 32399-0458

**CONSTRUCTION COORDINATOR CONTACT INFORMATION:**

Name Conner Updike Title Project Manager  
Office No. 863-535-2323 Cell \_\_\_\_\_ Email connerupdike@polkfl.gov  
Address 3000 Sheffield Road Winter Haven Florida 33880

**DEPARTMENT CONTACT INFORMATION:**

Name Daniel Cooley Title Permit Coordinator  
Office No. 863-519-4327 Cell \_\_\_\_\_ Email daniel.cooley@dot.state.fl.us  
Address 2740 State Road 60 W, Bartow Fl 33830

**IN WITNESS WHEREOF**, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

**CONSTRUCTION COORDINATOR**

By: \_\_\_\_\_ (Signature)  
Conner Updike (Print Name)  
Project Manager (Title)  
\_\_\_\_\_ (Date)

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ (Signature)  
John Sands (Print Name)  
District Maintenance Engineer (Title)  
\_\_\_\_\_ (Date)

**Legal Review:**

\_\_\_\_\_  
Angela Tucker, District Chief Counsel  
(As to Form and Legality Only)

Kristen Etheridge, District Permits Manager

Scott Ellis, PE, Deputy Maintenance Engineer

## Appendix B

This is an amendment to the Construction Agreement No. 2025-C-190-00009 ("Agreement") made and entered into between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("DEPARTMENT") and POLK COUNTY, a political subdivision of the State of Florida, ("Construction Coordinator") with an effective date of \_\_\_\_\_, 2026. The DEPARTMENT and the Construction Coordinator may be referred to individually as a "Party" and collectively as the "Parties".

Pursuant to the requirements of Paragraph 31 of the Construction Agreement (the "Agreement"), the Parties have agreed to modify the Agreement as follows:

The following clause replaces Paragraph 20 of the Agreement in its entirety:

20. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S or the Construction Coordinator sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in the amount and shall not exceed the limitations of liability tort actions as set forth in Section 768.28(5), Florida Statutes.

The following clause replaces Paragraph 32 of the Agreement in its entirety:

32. To the extent provided by law, Construction Coordinator shall indemnify, defend, and hold harmless the Department, its officers, agents, or employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts of Construction Coordinator, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Construction Coordinator hereunder, to the extent and within the limitations of Section 76.828, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Construction Coordinator's sovereign immunity beyond the limits set forth in Section 76.828, nor shall the same be construed to constitute agreement by Construction Coordinator to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Construction Coordinator to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement. The insurance coverage or limits in such coverage shall not be deemed a limitation on the Construction Coordinators requirement to indemnify the Department in accordance with this provision.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their duly authorized representatives on the date above written.

**POLK COUNTY**

a political subdivision of the State of Florida

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM

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**STATE OF FLORIDA**

**DEPARTMENT OF TRANSPORTATION**

By:

---

Title: 

---



*Florida Department of Transportation*


RON DESANTIS  
GOVERNOR

801 North Broadway Avenue  
Bartow, FL 33830

JARED W. PERDUE, P.E.  
SECRETARY

**DELEGATION OF AUTHORITY**

I, James M. Driggers, Jr., P.E., Interim District Secretary of the Florida Department of Transportation, do this date, hereby delegate to Jonathan M. Sands, P.E., District Maintenance Engineer, the authority to sign his name, on my behalf ("for District Secretary or Designee"), for all Maintenance Agreements, Construction Agreements, Community Aesthetic Agreements and Permit Notice of Violations. This delegation supersedes prior delegations and shall remain in full force and effect until such time as it is revoked or superseded in writing by me or my successors.

  
\_\_\_\_\_  
James M. Driggers, Jr., P.E.  
Interim District Secretary

ATTEST: Seraldyne M. Williams

Date 2/3/26

**I. Scope of Services**

Construct new sidewalk and miscellaneous drainage along the east side of Chestnut Road from New Tampa Hwy (SR 600) to Yeats Street. Also includes removal of the designated SB left turn lane at US92 to make room for the new sidewalk .

**II. Project Plans**

The agency is authorized to install the project in accordance with the attached plans prepared by Kong Lim, P.E. dated 12/24/2025. Any revisions to these plans must be approved by the Department in writing.



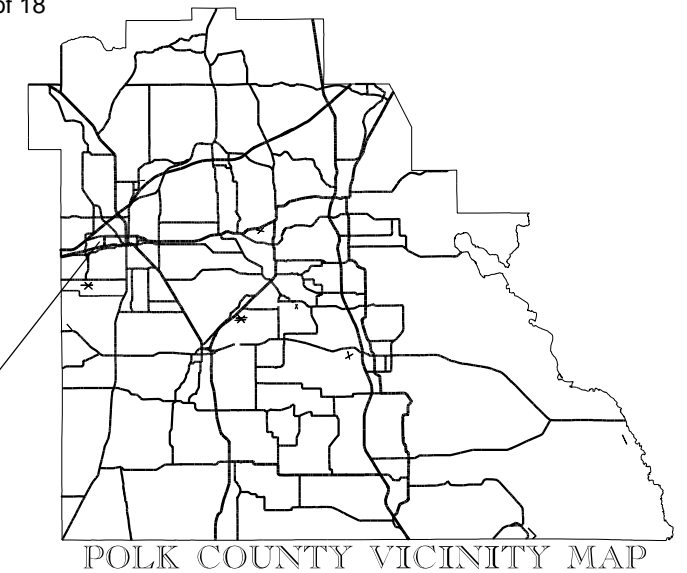
POLK COUNTY ROADS AND DRAINAGE DIVISION

CONSTRUCTION PLANS  
FOR

CHESTNUT ROAD SIDEWALK DESIGN

POLK COUNTY PROJECT NUMBER: 5400012

PHASE 2 & PHASE 3 ONLY



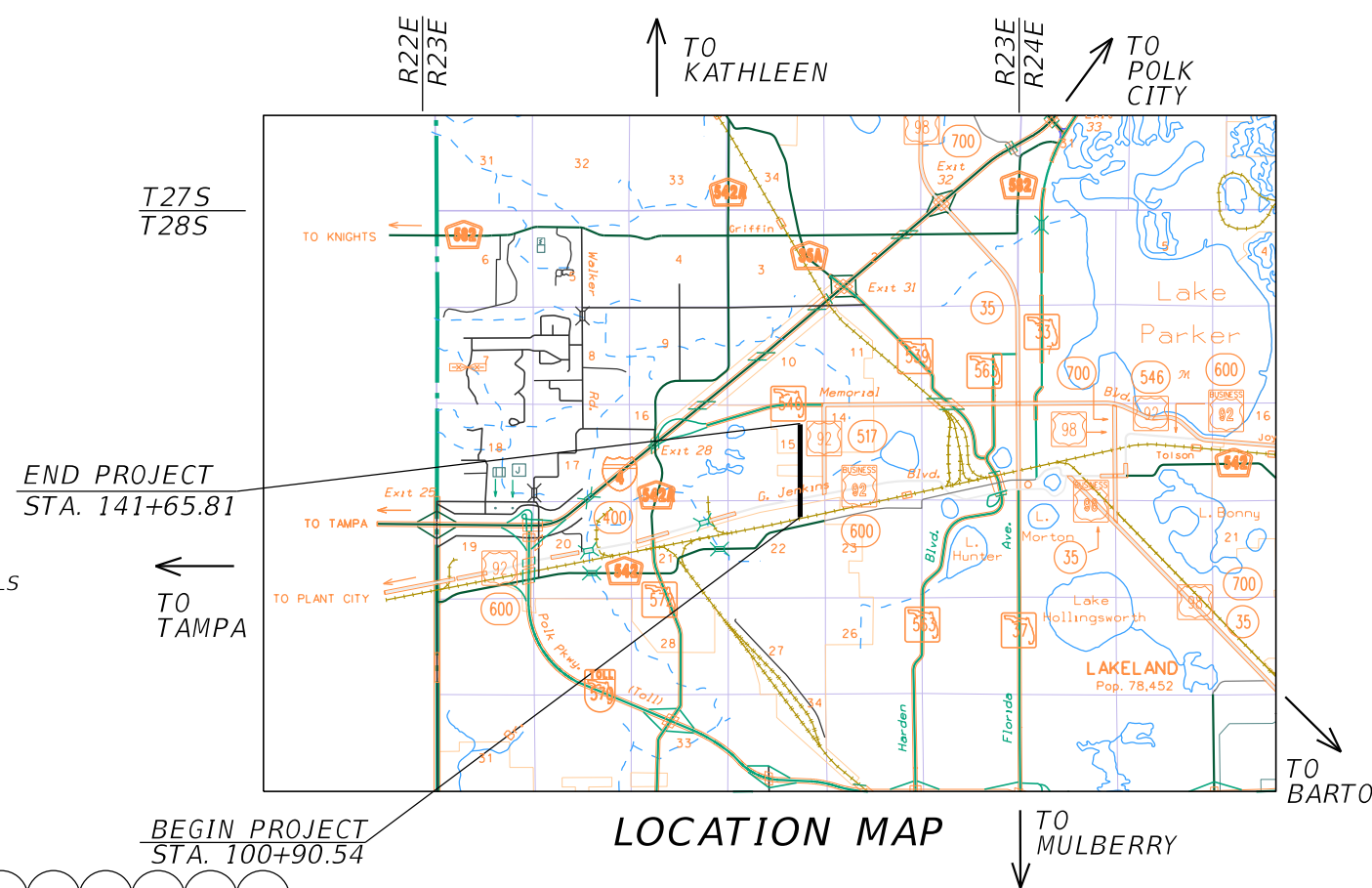
COMPONENTS OF CONTRACT  
PLANS SET

ROADWAY PLANS

A DETAILED INDEX APPEARS ON THE  
KEY SHEET OF EACH COMPONENT.

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
2A	SIGNATURE SHEET
3-4	SUMMARY OF PAY ITEMS
5	DRAINAGE MAP
6-7	TYPICAL SECTIONS
8-10	SUMMARY OF DRAINAGE STRUCTURES
11	PROJECT LAYOUT
12-13	GENERAL NOTES
14	COORDINATE DATA
15-29	PLAN & PROFILES
30-40	DRAINAGE STRUCTURES
41-42	SOIL SURVEY
43-63	ROADWAY CROSS SECTIONS
64-67	TEMPORARY TRAFFIC CONTROL PLAN
68-71	UTILITY ADJUSTMENT SHEETS
72	PEDESTRIAN BRIDGE FOUNDATION DETAILS



ROADWAY SHOP DRAWINGS  
TO BE SUBMITTED TO:  
LEVIS KOLOKO, P.E.  
6200 Lee Vista Boulevard  
Suite 400  
Orlando, Florida 32822

PLANS PREPARED BY:  
**N|V|5**  
NV5, INC.  
6200 LEE VISTA BOULEVARD, SUITE 400  
ORLANDO, FLORIDA 32822  
(407) 896-3317

CERTIFICATE OF AUTHORIZATION NO. 29065  
VENDOR NO. 271979486  
POLK COUNTY PROJECT MANAGER:  
DAREN CARRIERE, P.E., LICENCE NO. 45657  
3000 SHEFFIELD ROAD  
PROJECT MANAGEMENT SECTION  
WINTER HAVEN, FL 33880  
(863) 535-2276

FINAL PLANS  
JULY, 2025

ROADWAY PLANS  
ENGINEER OF RECORD: KC LIM, PE

P.E. NO.: 45297

NOTE: THE SCALE OF THESE PLANS MAY  
HAVE CHANGED DUE TO REPRODUCTION.

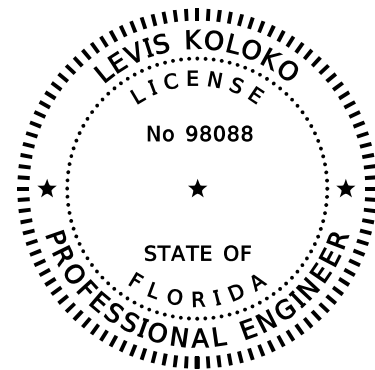
GOVERNING STANDARD PLANS:  
Florida Department of Transportation, FY 2025-26 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).  
Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:  
Florida Department of Transportation, FY 2025-26 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

REVISION: 1  
ROADWAY SHEETS: 1, 2A, 6, 8, 15, 30-40 & 43  
(REVISED: 12-23-2025)

SHEET NO.
1

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



THIS DOCUMENT 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. THE  
SIGNATURE MUST BE VERIFIED ON THE  
ELECTRONIC COPIES.

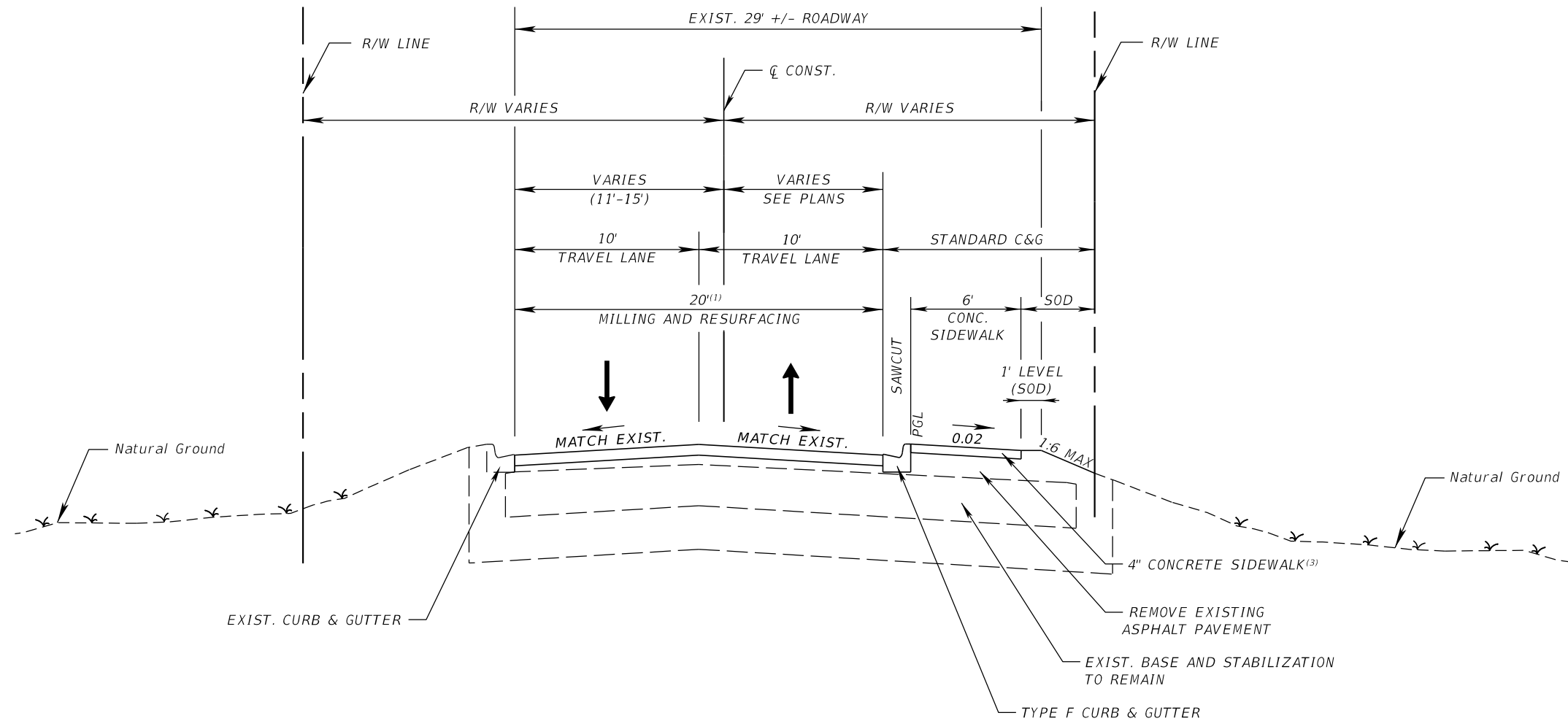
NV5, INC.  
6200 LEE VISTA BOULEVARD, SUIT 400  
ORLANDO, FLORIDA 32822  
CERTIFICATE OF AUTHORIZATION NO. 29065  
KC LIM, P.E. NO. 45297

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

**ROADWAY PLANS**

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2A	SIGNATURE SHEET
6	TYPICAL SECTIONS
15	PLAN & PROFILES
43	ROADWAY CROSS SECTIONS

DATE		DESCRIPTION		REVISIONS		<div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">NV5</div> Levis Koloko P.E. No.98088 NV5, Inc. 6200 Lee Vista Boulevard Suite 400 Orlando, Florida 32822 Certificate of Authorization No. 29065	POLK COUNTY ROADS AND DRAINAGE DIVISION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY		COUNTY PROJECT NO.			
12-23-2025	1 ADDED SHEET				N/A	POLK	540001-2	SIGNATURE SHEET		
								2A		



**TYPICAL SECTION No. 1  
CHESTNUT ROAD**

**STA. 100+87.37 TO STA. 105+70.64**

**MILLING & RESURFACING**  
MILL EXISTING ASPHALT PAVEMENT (1.5" AVG. DEPTH)  
FRICTION COURSE FC-12.5 (TRAFFIC C) (PG 76-22)  
STA. 100+87.37 TO STA. 101+34.23

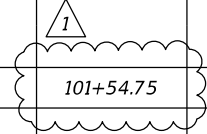
**MILLING & RESURFACING**  
MILL EXISTING PAVEMENT FOR DEPTH (1")  
FRICTION COURSE FC-9.5 TRAFFIC C (1") (PG 76-22)  
STA. 101+34.23 TO STA. 105+70.64

- NOTES:
- MILLING & RESURFACING ENDS STA. 105+70.64
  - SIDEWALK CROSSING DRIVEWAYS SHALL BE 6" THICK. SEE PLANS FOR LOCATIONS. SEE DRIVEWAY DETAIL NEXT SHEET.

REVISIONS				<p>Levis Koloko P.E. No.98088 NVS, Inc. 6200 Lee Vista Boulevard Suite 400 Orlando, Florida 32822 Certificate of Authorization No. 29065</p>	POLK COUNTY ROADS AND DRAINAGE DIVISION			<p><b>TYPICAL SECTIONS (1)</b></p>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	COUNTY PROJECT NO.		
12-23-2025	ADDED MILLING PAVEMENT CHANGED TYPICAL SECTION BEGIN STATIONING				N/A	POLK	540001-2		6

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

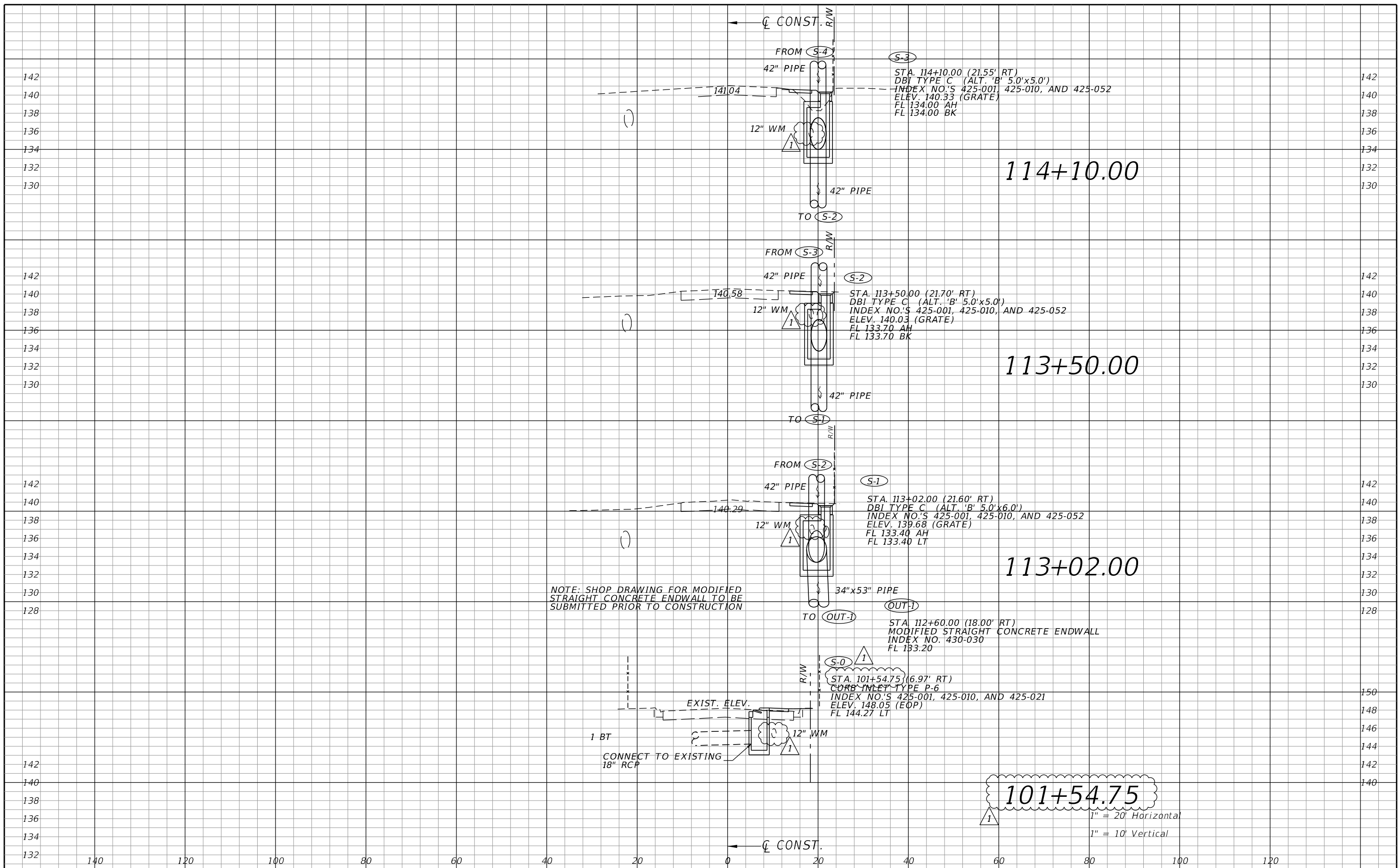
QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM DRAIN - RCP					CURB INLETS	DITCH BOTTOM INLETS			SIDE DRAIN MITERED END SECTION		STRAIGHT CONC. ENDWALL	REMARKS			
						ROUND						ELLIPTICAL	P-6	C	C-J	C-J (MODIFIED)			15"	18"	42"
						15"	18"	24"	36"	42"		34"x53"	<10'	<10'	<10'	<10'			15"	18"	42"
	S-0	101+54.75	RT.	Inlet	1						1										
	S-1	113+02.00	RT.	Inlet, Pipe	1					37		1				1	ALT "B" (5.0'X6.0') MODIFIED ENDWALL				
	S-2	113+50.00	RT.	Inlet, Pipe	1					43		1					ALT "B" (5.0'X5.0')				
	S-3	114+10.00	RT.	Inlet, Pipe	1					55		1					ALT "B" (5.0'X5.0')				
	S-4	115+10.00	RT.	Inlet, Pipe, MES	1	10				95		1		1			ALT "B" (5.0'X5.0') 1:2 MES				
	S-5	115+47.00	RT.	Inlet, Pipe, MES	1	10				32		1		1			ALT "B" (5.0'X5.0') 1:2 MES				
	S-6	116+20.00	RT.	Inlet, Pipe	1					68		1					ALT "B" (5.0'X5.0')				
	S-7	117+80.00	RT.	Inlet, Pipe	1					155		1					ALT "B" (5.0'X5.0')				
	S-8	118+20.00	RT.	Inlet, Pipe	1					36		1					ALT "B" (5.0'X5.0')				
	S-9	118+50.00	RT.	Inlet, Pipe	1					26		1					ALT "B" (5.0'X5.0')				
	S-10	119+00.00	RT.	Inlet, Pipe	1					46		1					ALT "B" (5.0'X5.0')				
	S-11	119+30.00	RT.	Inlet, Pipe	1			26				1					ALT "B" (4.0'X4.0')				
	S-12	120+10.00	RT.	Inlet, Pipe	1			76				1					ALT "B" (4.0'X4.0')				
	S-13	121+10.00	RT.	Inlet, Pipe	1			96				1					ALT "B" (4.0'X4.0')				
	S-14	121+50.00	RT.	Inlet, Pipe	1			36				1					ALT "B" (4.0'X4.0')				
	S-15	122+20.00	RT.	Inlet, Pipe	1			66				1					ALT "B" (4.0'X4.0')				
	S-16	123+50.00	RT.	Inlet, Pipe	1			127				1					ALT "B" (4.0'X4.0')				
Sheet Summary				P Total	20	0	0	427	556	37	1	0	16	0	2	0	1				
				F Total																	



<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>12-23-2025</td> <td>1 SHIFT DRAINAGE STRUCTURE S-0</td> <td></td> <td></td> </tr> </tbody> </table>				DATE	DESCRIPTION	DATE	DESCRIPTION	12-23-2025	1 SHIFT DRAINAGE STRUCTURE S-0			<p>Frank Porter P.E. No.69092 NVS, Inc. 6200 Lee Vista Boulevard Suite 400 Orlando, Florida 32822 Certificate of Authorization No. 29065</p>	<p>POLK COUNTY ROADS AND DRAINAGE DIVISION</p> <table border="1"> <thead> <tr> <th>ROAD NO.</th> <th>COUNTY</th> <th>COUNTY PROJECT NO.</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td>POLK</td> <td>540001-2</td> </tr> </tbody> </table>			ROAD NO.	COUNTY	COUNTY PROJECT NO.	N/A	POLK	540001-2	<p>SUMMARY OF DRAINAGE STRUCTURES (1)</p>	<p>SHEET NO. 8</p>
DATE	DESCRIPTION	DATE	DESCRIPTION																				
12-23-2025	1 SHIFT DRAINAGE STRUCTURE S-0																						
ROAD NO.	COUNTY	COUNTY PROJECT NO.																					
N/A	POLK	540001-2																					
<p>shawn.polke</p>																							

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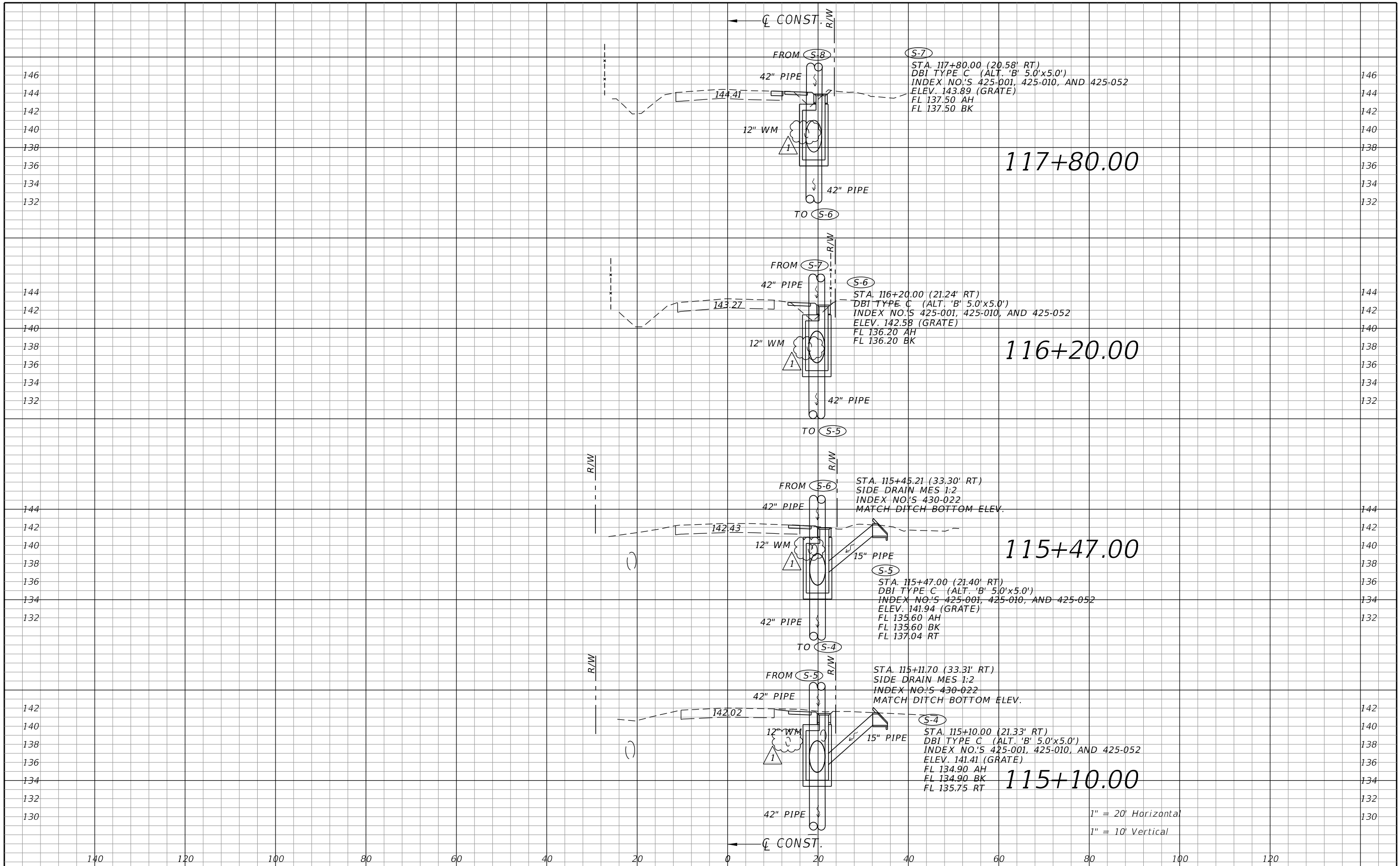
NOTE: SHOP DRAWING FOR MODIFIED STRAIGHT CONCRETE ENDWALL TO BE SUBMITTED PRIOR TO CONSTRUCTION

101+54.75  
 1" = 20' Horizontal  
 1" = 10' Vertical

REVISIONS		DESCRIPTION		DATE	DESCRIPTION	POLK COUNTY ROADS AND DRAINAGE DIVISION			SHEET NO.
DATE	DESCRIPTION	ROAD NO.	COUNTY			COUNTY PROJECT NO.			
12-23-2025	1	SHIFT DRAINAGE STRUCTURE S-0 SHOW EXISTING 12" WATER MAIN	N/A	POLK	540001-2	DRAINAGE STRUCTURES (1)		30	

**N|V|5**  
 Frank Porter P.E. No. 69092  
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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12-23-2025	1 SHOW EXISTING 12" WATER MAIN		

**N|V|5**

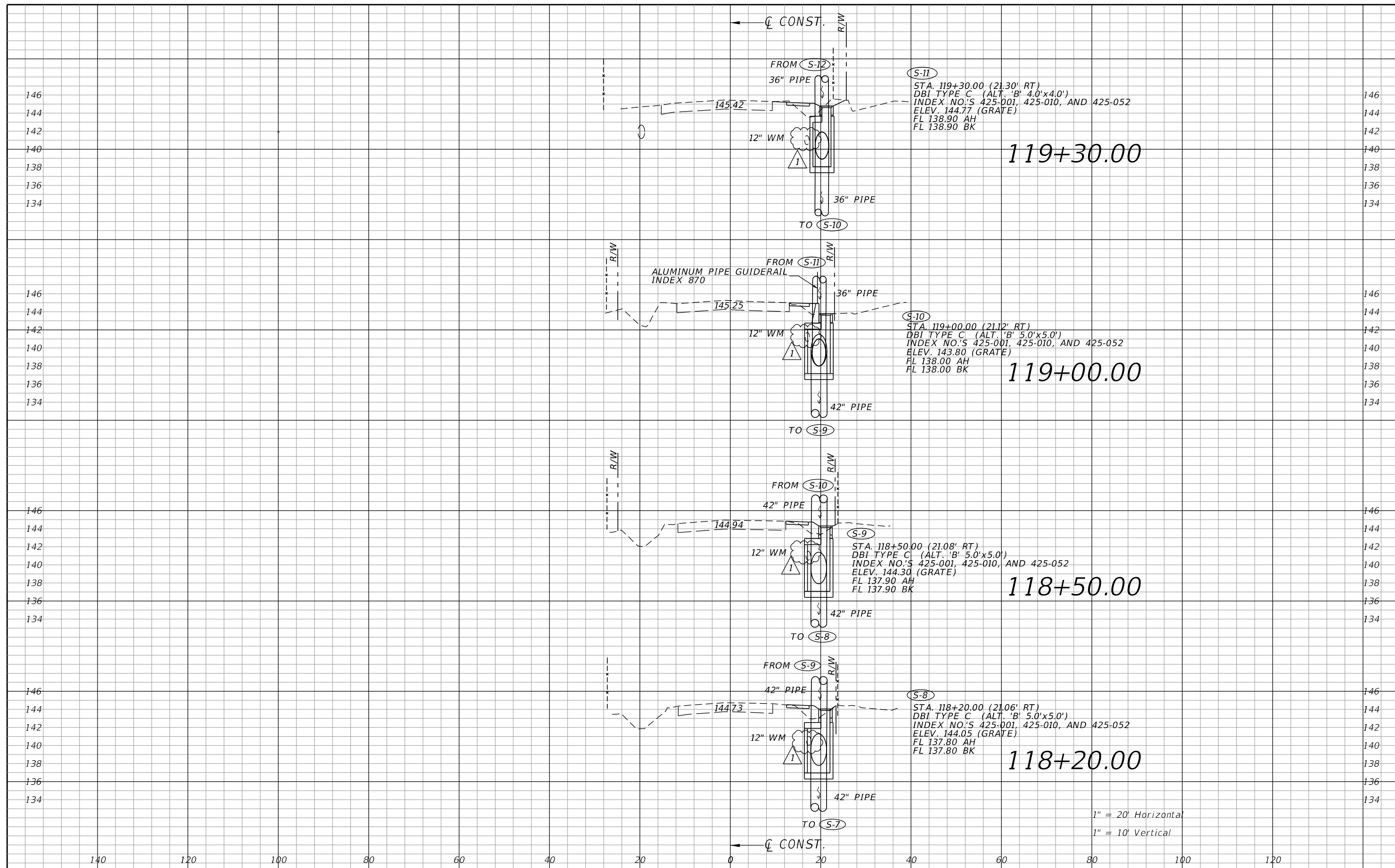
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POLK COUNTY ROADS AND DRAINAGE DIVISION		
ROAD NO.	COUNTY	COUNTY PROJECT NO.
N/A	POLK	540001-2

*DRAINAGE STRUCTURES (2)*

SHEET NO.  
31

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12-23-2025	1 SHOW EXISTING 12" WATER MAIN		

**N|V|5**

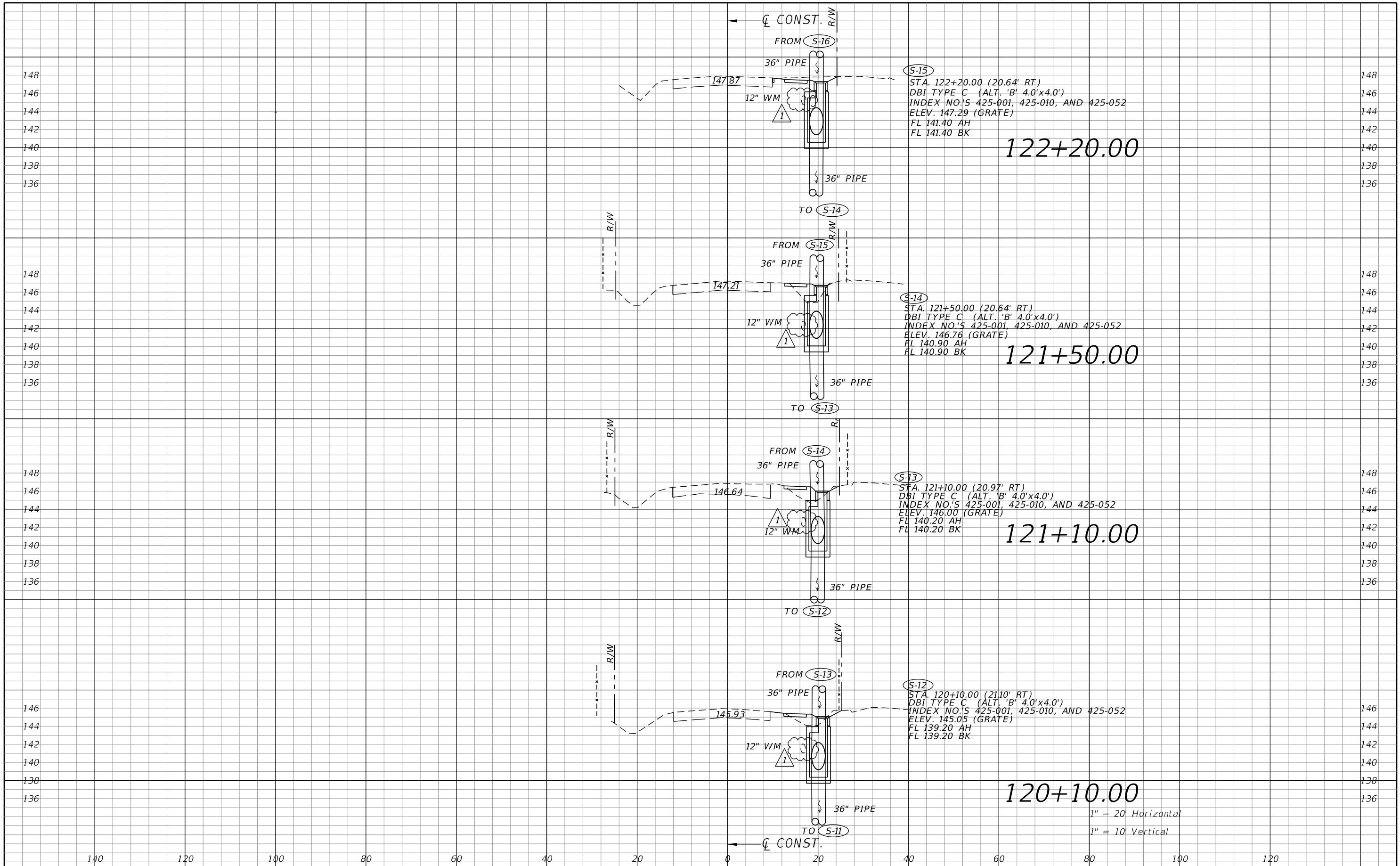
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ROAD NO.	COUNTY	COUNTY PROJECT NO.
N/A	POLK	540001-2

*DRAINAGE STRUCTURES (3)*

SHEET NO.  
32

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1" = 20' Horizontal  
1" = 10' Vertical

REVISIONS		DATE		DESCRIPTION	
12-23-2025	1			SHOW EXISTING 12" WATER MAIN	



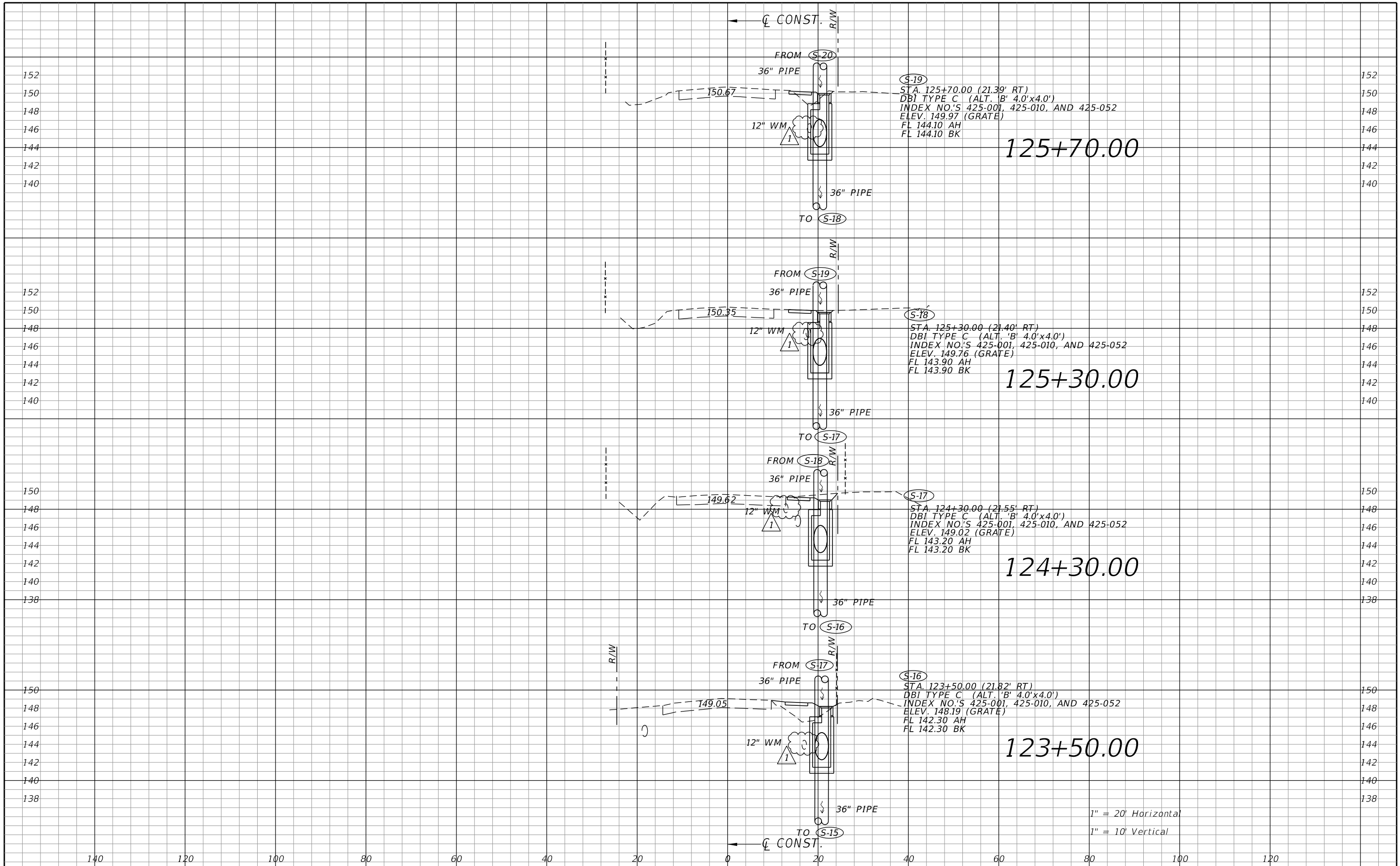
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POLK COUNTY ROADS AND DRAINAGE DIVISION		
ROAD NO.	COUNTY	COUNTY PROJECT NO.
N/A	POLK	540001-2

DRAINAGE STRUCTURES (4)

SHEET NO.
33

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1" = 20' Horizontal  
1" = 10' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12-23-2025	1 SHOW EXISTING 12" WATER MAIN		

**N|V|5**

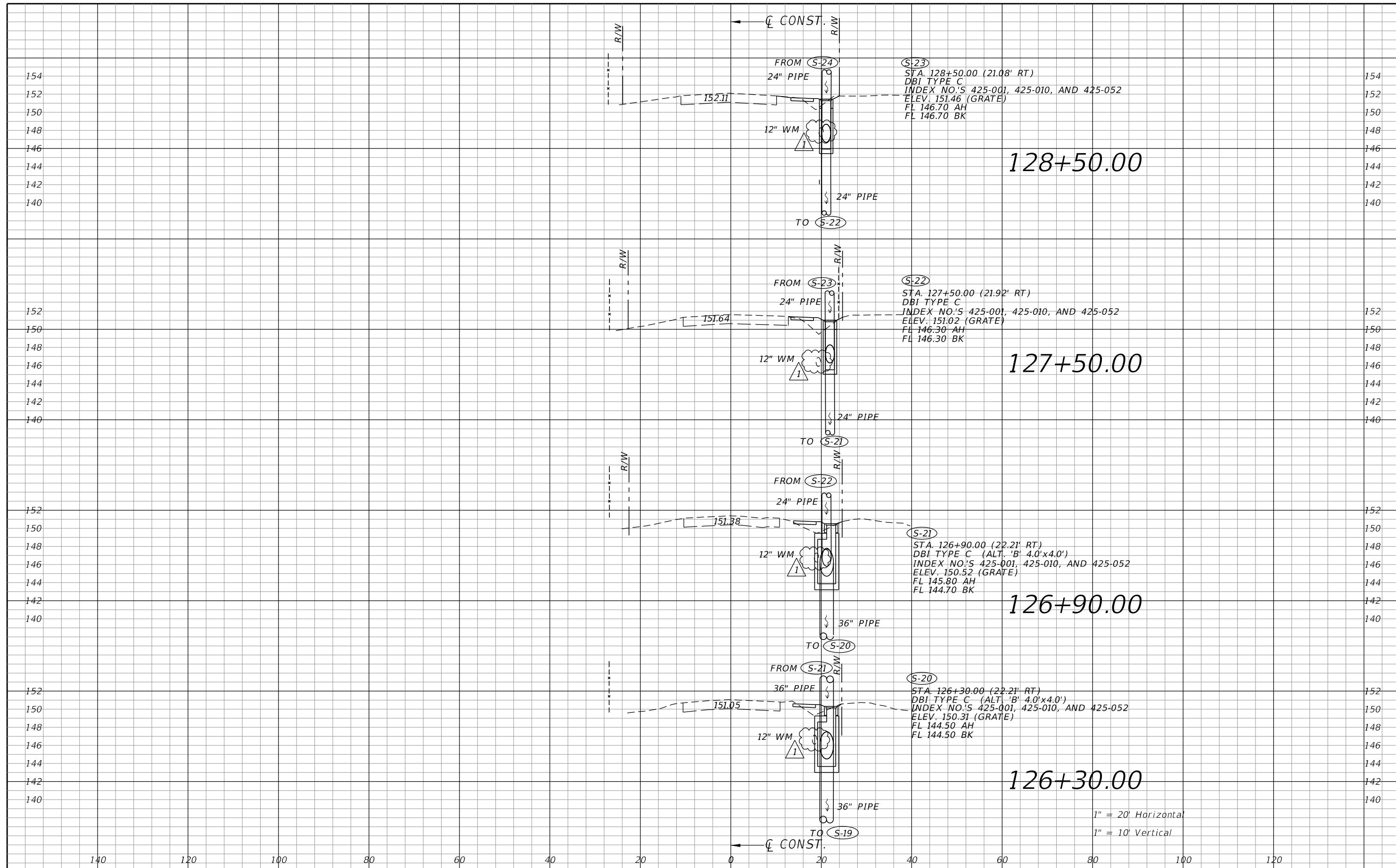
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POLK COUNTY ROADS AND DRAINAGE DIVISION		
ROAD NO.	COUNTY	COUNTY PROJECT NO.
N/A	POLK	540001-2

*DRAINAGE STRUCTURES (5)*

SHEET NO.  
34

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1" = 20' Horizontal  
1" = 10' Vertical

REVISIONS	
DATE	DESCRIPTION
12-23-2025	1 SHOW EXISTING 12" WATER MAIN



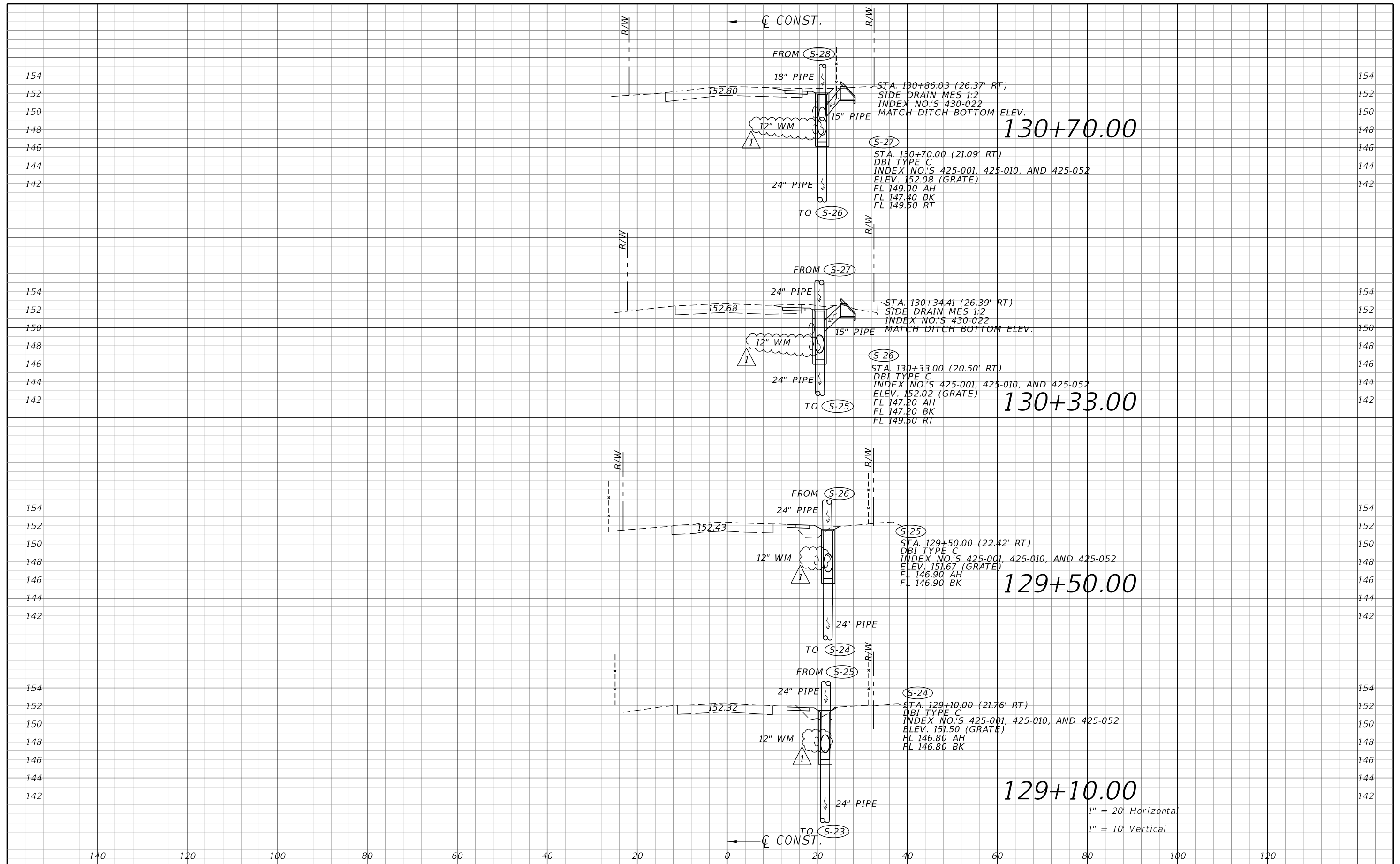
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POLK COUNTY ROADS AND DRAINAGE DIVISION		
ROAD NO.	COUNTY	COUNTY PROJECT NO.
N/A	POLK	540001-2

*DRAINAGE STRUCTURES (6)*

SHEET NO.  
35

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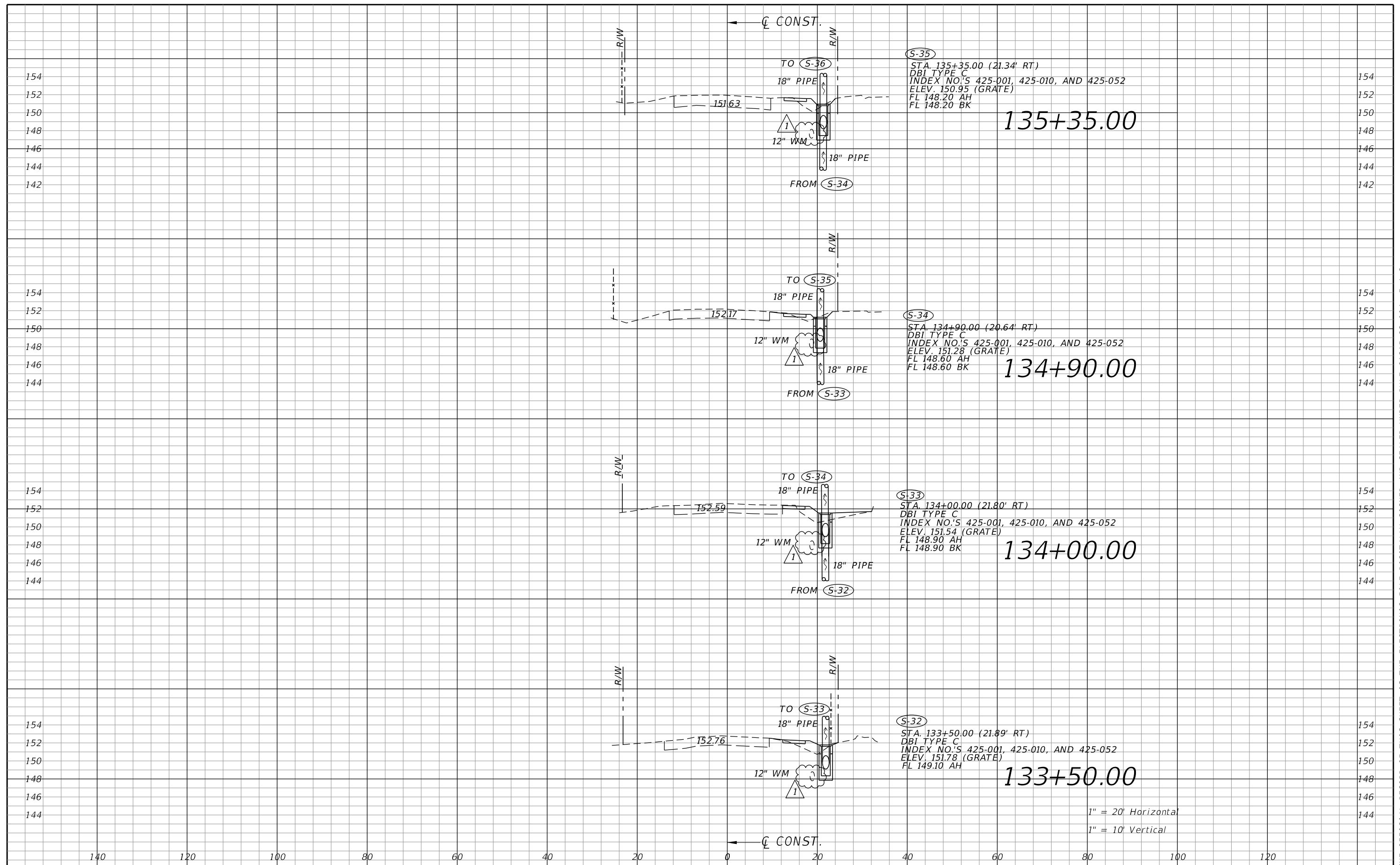
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REVISIONS		DESCRIPTION		DATE	DESCRIPTION	POLK COUNTY ROADS AND DRAINAGE DIVISION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION			ROAD NO.	COUNTY	COUNTY PROJECT NO.	
12-23-2025	1		SHOW EXISTING 12" WATER MAIN			N/A	POLK	540001-2	36



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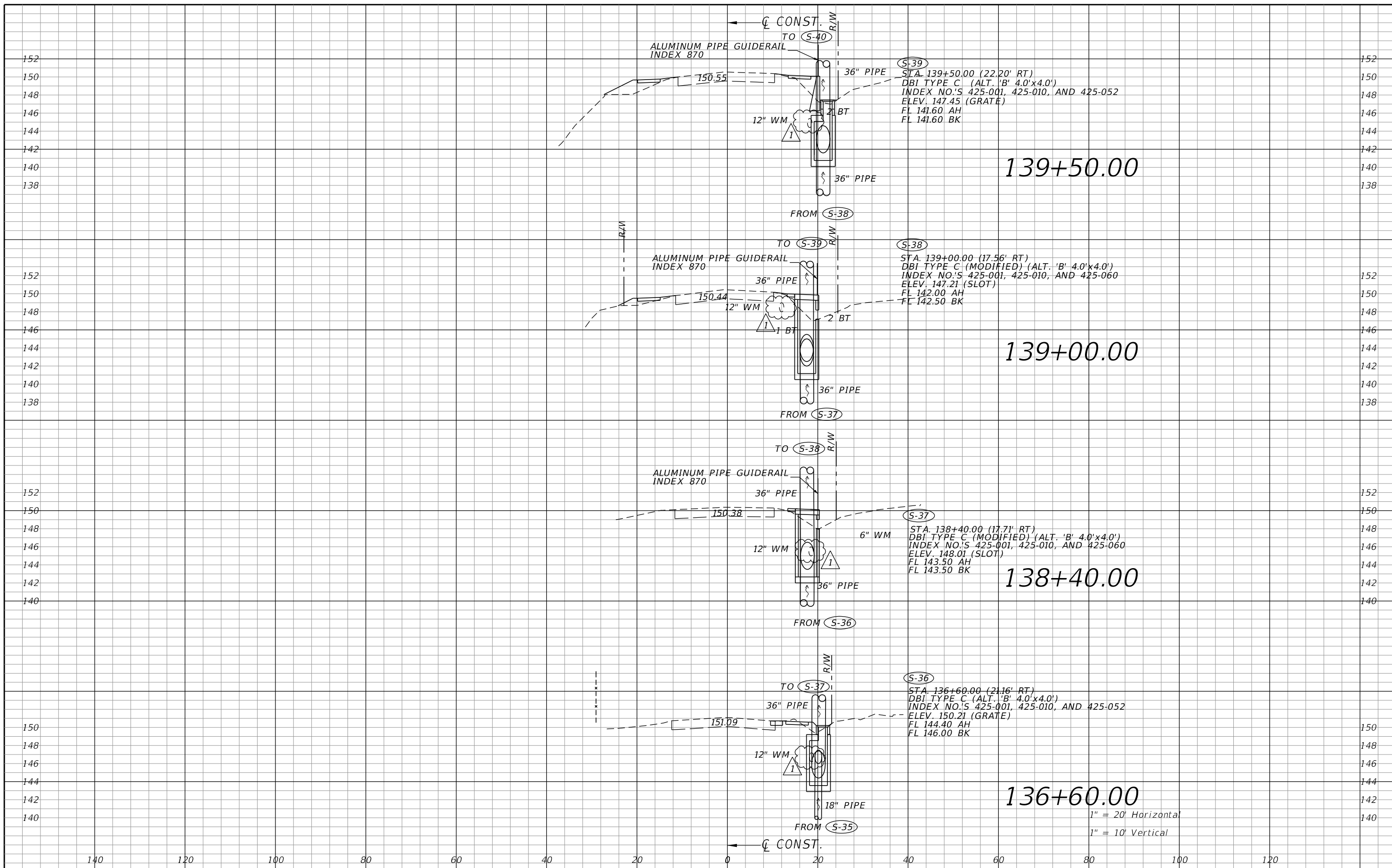


1" = 20' Horizontal  
1" = 10' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12-23-2025	1 SHOW EXISTING 12" WATER MAIN		

**N|V|5**  
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 NV5, Inc.  
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<b>POLK COUNTY ROADS AND DRAINAGE DIVISION</b>			<b>DRAINAGE STRUCTURES (9)</b>	<b>SHEET NO.  38</b>
ROAD NO.	COUNTY	COUNTY PROJECT NO.		
N/A	POLK	540001-2		

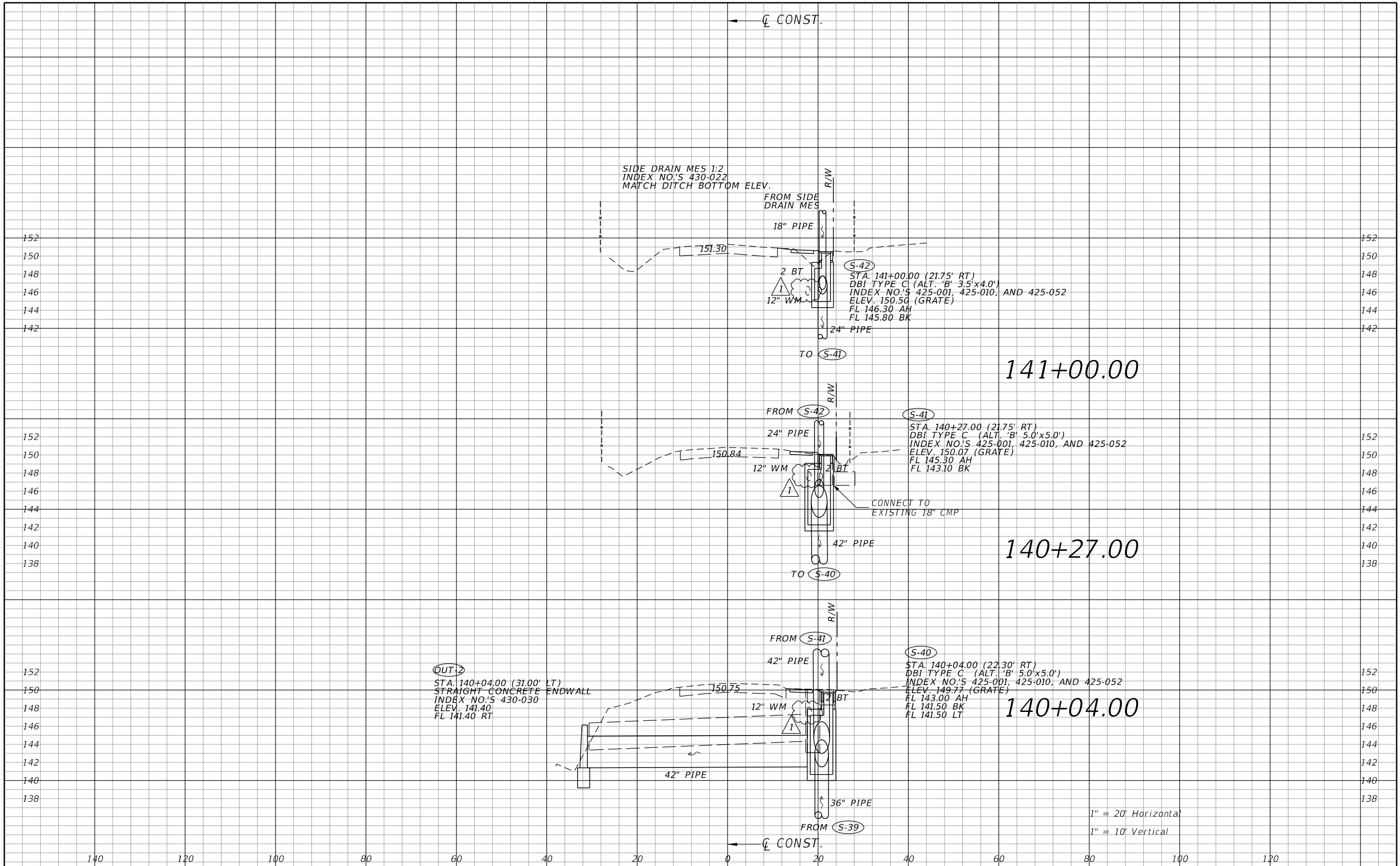


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REVISIONS				POLK COUNTY ROADS AND DRAINAGE DIVISION			DRAINAGE STRUCTURES (10)	SHEET NO.  39
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	COUNTY PROJECT NO.		
12-23-2025	1 SHOW EXISTING 12" WATER MAIN			N/A	POLK	540001-2		

N|V|5

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 6200 Lee Vista Boulevard  
 Suite 400  
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1" = 20' Horizontal  
1" = 10' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12-23-2025	1 SHOW EXISTING 12" WATER MAIN		

**N|V|5**

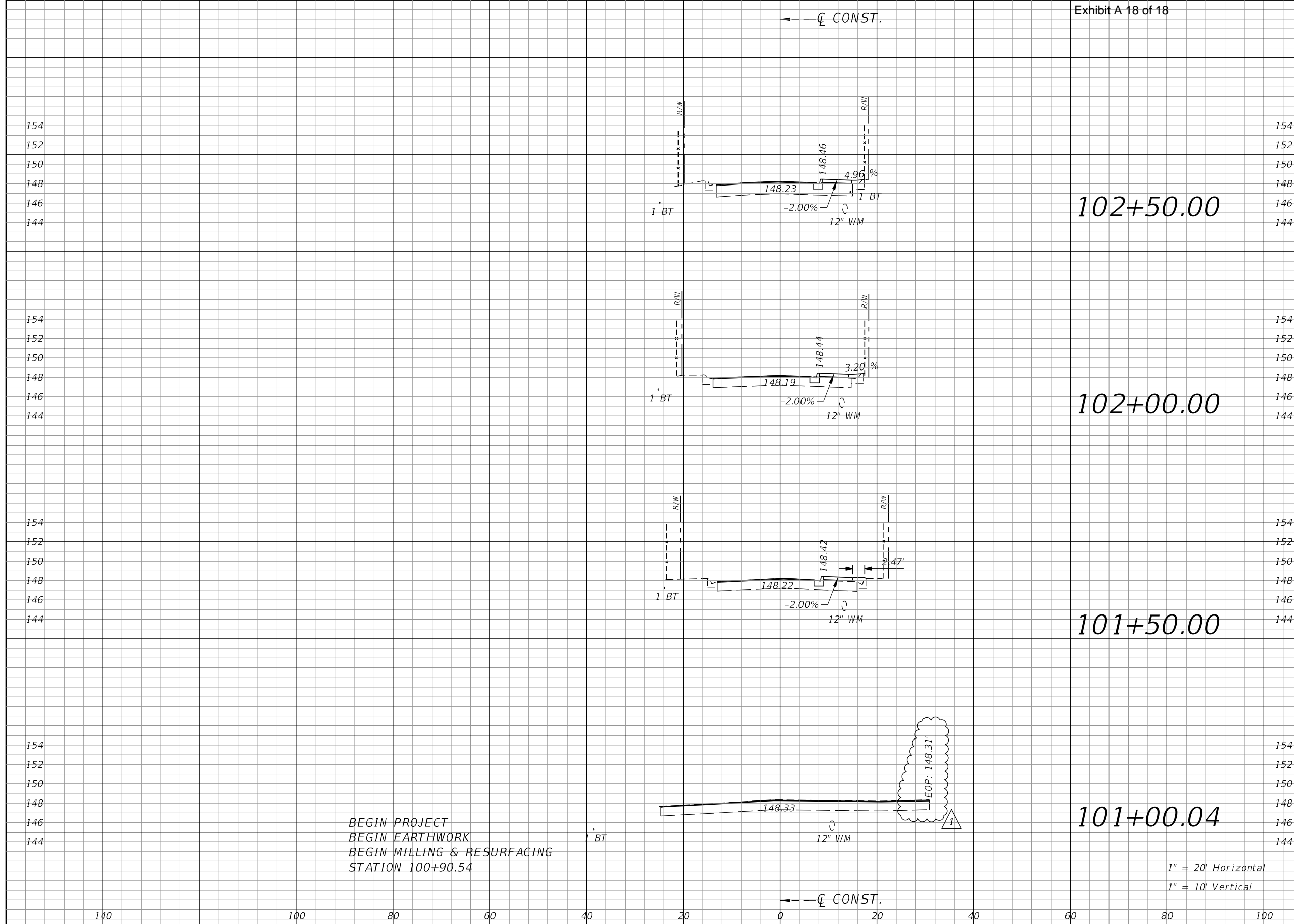
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POLK COUNTY ROADS AND DRAINAGE DIVISION		
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N/A	POLK	540001-2

*DRAINAGE STRUCTURES (11)*

SHEET NO.  
**40**

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BEGIN PROJECT  
 BEGIN EARTHWORK  
 BEGIN MILLING & RESURFACING  
 STATION 100+90.54

1" = 20' Horizontal  
 1" = 10' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12-23-2025	REVISION TO CROSS SECTION		

**NV5**

Levis Koloko P.E. No.98088  
 NKS Inc.  
 6200 Lee Vista Boulevard  
 Suite 400  
 Orlando, Florida 32822  
 Certificate of  
 Authorization No. 29065

POLK COUNTY ROADS AND DRAINAGE DIVISION		
ROAD NO.	COUNTY	COUNTY PROJECT NO.
N/A	POLK	540001-2

CROSS SECTIONS (1)	
43	

SHEET NO.  
43

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