



ROADS & DRAINAGE DIVISION

Road Closure Request Form

DATE OF REQUEST: 3/17/25 PROJECT OWNER: Cornerstone Collard Auburndale, LLC  
AGENCY/COMPANY/UTILITY

PROJECT NAME: Winter Haven - Publix

PROJECT LOCATION: Derby Ave Winter Haven  
Roadway Name City/Town

SCOPE OF WORK: Open cut road way - Mill and resurface

REASON FOR CLOSURE: Open cut road way - mill and resurface

CLOSURE START DATE: 5/1/25 START TIME: 8am END TIME: 4pm  
MONTH/DAY/YEAR HR:MIN AM/PM HR:MIN AM/PM

CLOSURE DURATION: 60 DAYS PROJECT DURATION: 300 DAYS  
(60 days- 06/30/2025)

OFFICE CONTACT: Mike Vandertulip 352-464-7302 Florida Site Services INC.  
Name Office Phone Agency or Company

JOB SITE CONTACT: Ephriam Griffin Florida Site Services INC.  
Name Mobile Phone Agency or Company

PROJECT TYPE: ☒ LAND DEVELOPMENT DIVISION ☒ ROADS & DRAINAGE DIVISION ☐ OTHER  
(CHECK ONE)

PERMIT # \_\_\_\_\_ ROW-USE PERMIT # \_\_\_\_\_

NOTES:

- Road closure approvals are only granted when no other option exists and for the shortest time required to complete the indicated scope of work. Reason(s) for road closure must be specific and justifiable.
- Road closures exceeding a duration of five(5) calendar days will take longer than ten(10) days for approval by the Board.
- Road closures exceeding a duration of two calendar weeks require a "Road Closure Agreement" to be executed and returned at least three (3) days prior to scheduled closure start date. Call 863-535-2200 for details.
- Request for closure form must be submitted to [TE\\_RoadClosureCoordinator@polk-county.net](mailto:TE_RoadClosureCoordinator@polk-county.net) at least ten (10) working days prior to closure start date.
- Submit form with an aerial location map depicting work zone location with northing arrow and major roads labeled.
- Submit form with a traffic control plan to include: ☒ Detour Route ☒ Location of Signs and Devices ☐ Required Message Boards w/text of message
- Location map and traffic control plan must be computer-generated and cannot be hand-sketched.
- Requests for extension must be submitted with the originally approved request form.
- Polk County will notify first-responder agencies and other appropriate organization.
- Polk County Reserves the right to modify the approved time frames listed if substantial traffic concerns arise.

Reviewed by:  
Joe Montoya 03/26/2025  
Joe Montoya, P.E. Date  
Engineering Manager

Amy Gregory 03/17/2025  
Amy J. Gregory, P.E. Date  
Traffic Manager

Approved by:  
\_\_\_\_\_  
Jay M. Jarvis, P.E. Date  
Division Director

\_\_\_\_\_  
John Bohde Date  
Deputy County Manager

# Proposed Derby Ave Road Closure



Certificate:

630400

Issued: 09/22/2024

Expires: 09/18/2028

Instructor: K D

MICHAEL VANDERTULIP

Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.

Training Provider:

Florida Safety Council  
1505 E. Colonial Drive  
Orlando, FL 32803  
Ph: 407-896-1894



Verify this Certificate at [www.motadmin.com](http://www.motadmin.com).

Image Landsat / Copernicus



# AGREEMENT FOR THE TEMPORARY CLOSURE OF COUNTY RIGHT-OF-WAY

THIS AGREEMENT (the “Agreement”) is entered into as of the Effective Date (defined in Section 10, below) between **Polk County**, a political subdivision of the State of Florida (the “**County**”), Florida Site Services Inc. (the “**Contractor**”).

## RECITALS

**WHEREAS**, the County has jurisdiction over and maintains Derby Ave., which includes all roadway, sidewalks, and drainage areas located within the right-of-way (collectively, the “**Roadway**”) as part of the County Road System; and

**WHEREAS**, the Contractor desires to obtain a Road Closure permit (the “**Permit**”) from the County, whereby Contractor will be allowed to temporarily close the Roadway for the purpose of installing the following improvements in the Roadway:

Install RCP pipe run from North Drainage Pond to construction site adjacent. Once completed open cut will be milled and resurfaced 50 feet from cut.

(the “**Improvements**”), as further depicted in Exhibit “A” attached hereto and incorporated herein; and

**WHEREAS**, the County requires that the Contractor be responsible for the fulfillment of certain commitments to assure the timely completion of the Improvements and timely reopening of the Roadway.

**NOW, THEREFORE**, in consideration of the foregoing and of the terms and conditions set forth

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.
2. **ROAD CLOSURE PERMIT.** Any such Permit issued by the County to the Contractor shall be subject to the terms of this Agreement. Nothing contained in the Permit or this Agreement shall give or grant the Contractor any ownership rights to any portion of Improvements located in the Roadway.
3. **COMPLETION OF IMPROVEMENTS.** The Contractor shall progress the Improvements necessary to reopen the Roadway no later than 6/30/25 (the “**Completion Date**”), unless an Extension is granted by the County in accordance with section 4, below. For purposes of this Agreement, the term “progress the Improvements necessary to reopen the Roadway” shall mean when the Contractor, with concurrence from the County, has determined that the Roadway can be reopened with 2 safe travel lanes and any remaining work can be completed using lane closures.
4. **EXTENSIONS.** The County may grant an extension (the “**Extension**”) if work is delayed for any other of the following reasons:
  - a. Delay caused by utility relocation and adjustment work that could not have been identified or foreseen by the Contractor using reasonable diligence or by any cause beyond the Contractor’s control or fault, and the Contractor took all reasonable measures to minimize the effect of utility work on job progress;
  - b. Weather delays, as determined by the County in its sole and absolute discretion;
  - c. Delays in delivery of materials or component equipment that affect job progress if such delay is beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, Contractor shall furnish substantiating documentation clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. The County will not consider requests for Extension due to delay in delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that they placed the order for such equipment in a timely

manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work; or

- d. Delays due to matters beyond the reasonable control of the Contractor, as determined by the County in its sole and absolute discretion. The Contractor shall not, however, be granted an Extension if the delay is due to forces which are preventable, removable, or remediable and which the Contractor could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

Any request for an Extension shall be made in writing and delivered to the County within seven (7) calendar days of the occurrence first happening and resulting in the request. All requests submitted by the Contractor must set forth in detail the reasons for and causes of the delay and clearly indicate why the delay was beyond the Contractor's control. The Contractor shall submit written data supporting the request for Extension within fifteen (15) calendar days after the occurrence, unless the County states in writing that said written data is not necessary.

Any Extension granted by the County shall be in writing and indicate the revised Completion Date ("**Revised Completion Date**"). The Contractor shall be entitled to an Extension only for the number of days of delay as determined by the County in its sole and absolute discretion.

5. **LIQUIDATED DAMAGES.** The parties agree that it would be difficult or impossible to accurately determine the amount of actual damages the County would or may incur as a consequence of the Contractor's failure to timely complete the Improvements and reopen the Roadway. Accordingly, in lieu of assessing actual damages if the Contractor fails to timely complete the Improvements and reopen the Roadway, the parties confirm that: (i) the assessment of liquidated damages is reasonable and appropriate; (ii) the terms and the amount(s) of the liquidated damages stated below are reasonable; and (iii) the liquidated damages will be assessed as the County's remedy under such circumstances and not as a penalty.
  - a. Applicable liquidated damages are the amounts established in FDOT Specifications 8-10.2 Amount of Liquidated Damages based on the original value of the Contractor's contract to complete the Improvements. As such, Contractor shall pay to the County 20000 for each calendar day, or portion thereof, after the Completion Date that Contractor fails to complete the Improvements and reopen the Roadway. Should the Contractor request and be granted an Extension, the Revised Completion Date shall be the date used to calculate the time from which liquidated damages will be assessed.
  - b. The Letter of Credit (LOC) submitted in accordance with Section 9, below, shall be considered as payment of the mutually agreed to liquidated damages for the default, and not as a penalty. If the amount of liquidated damages exceeds the LOC amount, Contractor shall be fully liable for the excess amount which shall be payable upon demand by the County.
6. **INDEMNIFICATION OF COUNTY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County from and against all claims, damages, losses, and expenses, including reasonable attorney fees and costs, arising out of or resulting from the performance or nonperformance by the Contractor of (i) its duties and obligations under this Agreement, and (ii) its duties and obligations under the Permit.
7. **INSURANCE.** During the term of this Agreement, Contractor shall maintain the following policies of insurance, with noted minimum limits:

Commercial General Liability: \$1,000,000

Automobile Liability: \$1,000,000; combined single limit of liability for bodily injuries, death, property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Worker's Compensation: Statutory

Employer's Liability \$1,000,000

Waiver of subrogation in favor of Polk County is required for General Liability and Workers' Compensation coverages.

All insurance policies must be provided through insurance companies admitted in the State of Florida. All insurance policies must be issued by insurance companies that have an A.M. Best rating of at least the "A" category and size category of VIII or better. Each Certificate of Insurance must list the Certificate Holder as:

Polk County, a political subdivision of the State of Florida  
330 W Church St.  
Bartow, FL 33830

Certificates of Insurance for policies requiring additional insured status and the waiver of subrogation must include notations that these requirements apply. Contractor must submit updated Certificates of Insurance to the County upon the expiration of or material change to any policy. Contractor's Commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the Contractor's indemnity stated in Section 6, above. Upon execution of this Agreement and from time to time thereafter, Contractor shall provide to the County original certificates of Insurance satisfactory to the County to evidence that Contractor possesses the required insurance coverage. The County shall be named as an additional named insured on all policies, listed as "Polk County, a political subdivision of the State of Florida."

8. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all applicable state and local laws and regulations.
9. **LETTER OF CREDIT.** Within thirty (30) days of the Effective Date, Contractor shall provide an irrevocable standby Letter of Credit ("**LOC**") payable to Polk County in the amount of \$ . The LOC shall be issued by a financial institution qualified to do business in the State of Florida with a branch office in Polk County having normal banking business hours. The LOC's initial expiration date shall not be less than one year from the Effective Date or two months after the Completion Date plus any Extensions, whichever is later, of this Agreement and shall contain a provision for automatic renewal until the Improvements have been completed and the Roadway reopened. This LOC is in addition to any other surety required by the County's codes and ordinances.
10. **NOTICE.** Any notice required to be provided hereunder shall be in writing, directed to the respective party at the address stated below, and shall be effective upon receipt or refusal to accept receipt. Notices may be delivered via hand, certified U.S. Mail, return receipt requested, or via nationally or locally recognized reliable delivery service.


Notice to Contractor: Florida Site Services Inc.  
250 International Parkway STE 128-1  
Heahtrow FL 32746

11. Notice to County: Polk County, a political subdivision of the State of Florida  
William Beasley, County Manager  
330 W. Church Street  
Bartow, FL 33830

**11. EFFECTIVE DATE.** This Agreement shall commence on the date of execution by the County (the "Effective Date"), which shall occur after the Contractor executes the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the dates listed below.

**ENTITY:**

By:   
Michael VanDertuliz  
[Print Name]

Date: 3/14/25

**POLK COUNTY**, a political subdivision  
of the State of Florida.

By: \_\_\_\_\_  
Bill Beasley, County Manager

Date: