

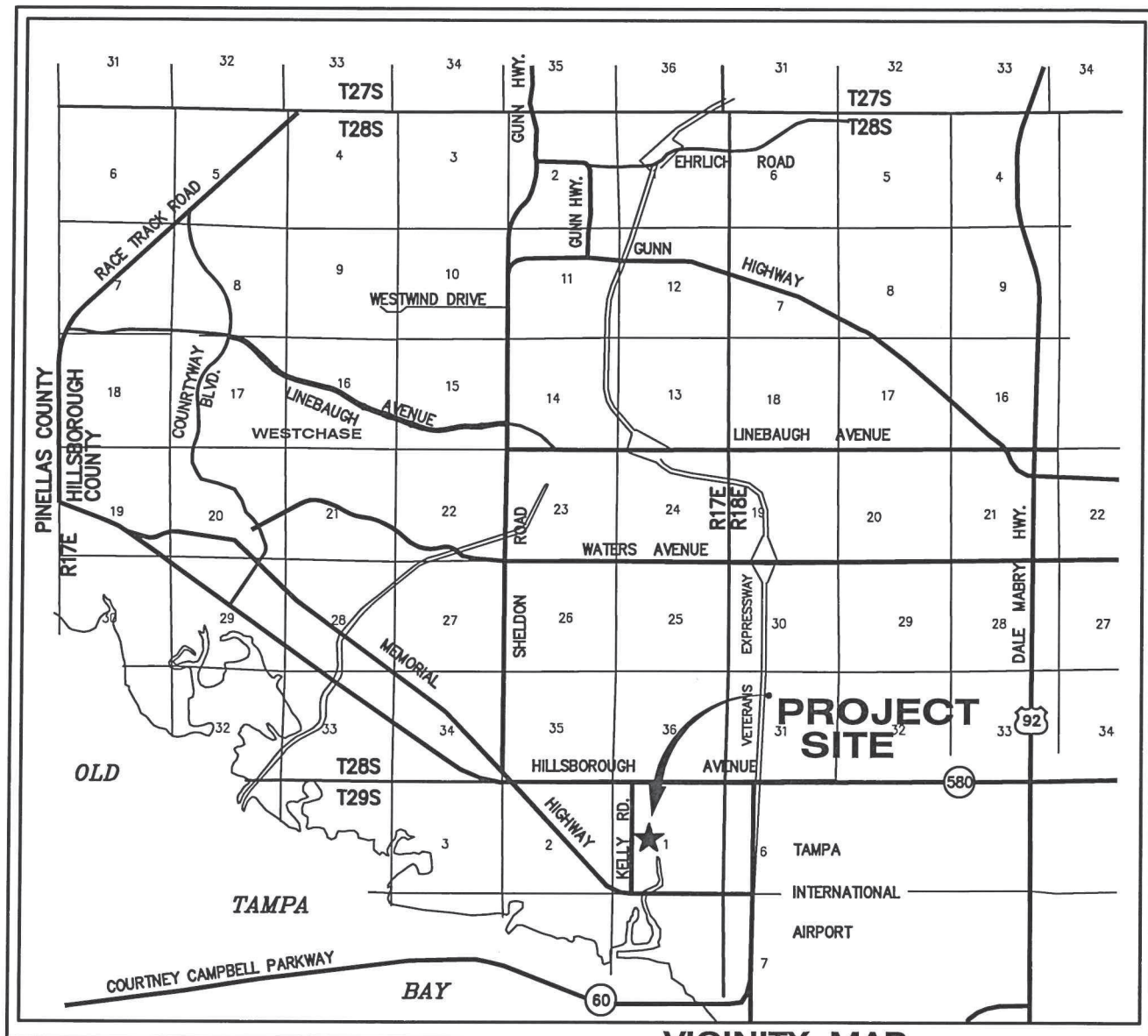
SUBJECT: Berkeley Preparatory Off-Site Road Improvements **PI#2814**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: July 21, 2026
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (Kelly Rd Turn lanes & Exter Way sidewalks) for Maintenance to serve Berkeley Preparatory Off-Site Road Improvements, located in Section 01, Township 29, and Range 17, upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Warranty Bond in the amount of \$34,679.00 and authorize the Chairman to execute the Owner/Developer's Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On May 9, 2025, Permission to Construct was issued for Berkeley Preparatory Off-Site Road Improvements, after construction plan review was completed on May 2, 2025. The developer has submitted the required Check, which the County Attorney's Office has reviewed and approved. The developer is Berkley Preparatory School. Inc and the engineer is Fuxan Engineering, Inc.



VICINITY MAP
HILLSBOROUGH COUNTY, FLORIDA
SECTION 1, TOWNSHIP 29 SOUTH, RANGE 17 EAST

OWNER/DEVELOPER'S AGREEMENT FOR WARRANTY OF REQUIRED OFF-SITE IMPROVEMENTS

This Agreement made and entered into this _____ day of _____, 20_____, by and between Berkeley Preparatory School, hereinafter referred to as the "Owner/Developer" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted site development regulations which are set forth in the Land Development Code (hereafter the "Site Development Regulations"); and

WHEREAS, the Site Development Regulations authorize the County to accept ownership and/or maintenance responsibility of off-site improvement facilities constructed by the Owner/Developer in conjunction with site development projects in Hillsborough County, provided that the improvement facilities meet County standards and are warranted against defects in workmanship and materials for a period of two (2) years; and

WHEREAS, the Owner/Developer has completed certain off-site improvement facilities in conjunction with the site development project known as Berkeley Preparatory School Offsite Improvements (hereafter referred to as the "Project"); and

WHEREAS, pursuant to the Site Development Regulations, the Owner/Developer has requested the County to accept the aforementioned off-site improvement facilities for ownership and/or maintenance; and

WHEREAS, the Owner/Developer has represented to the County that the completed improvement facilities have been constructed in accordance with the approved plans and all applicable County regulations and technical specifications; and

WHEREAS, the Owner/Developer has offered to warranty the off-site improvement facilities against any defects in workmanship and materials and to correct any such defects which arise during the warranty period.

NOW, THEREFORE, in consideration of the intent and desire of the Owner/Developer as set forth herein, and to gain acceptance for ownership and/or maintenance by the County of the aforementioned off-site improvement facilities, the Owner/Developer and the County agree as follows:

1. The terms, conditions and regulations contained in the Site Development Regulations are hereby incorporated by reference and made a part of this Agreement.
2. For a period of two (2) years following the date of acceptance of the off-site improvement facilities for ownership and/or maintenance by the County, the Owner/Developer agrees to warrant the off-site improvement facilities described below against failure, deterioration or damage resulting from defects in workmanship or materials. The Owner/Developer agrees to correct within the warranty period any such

failure, deterioration or damage existing in the improvement facilities so that said improvement facilities thereafter comply with the technical specifications contained in the approved plans and Site Development Regulations. The off-site improvement facilities to be warranted constructed in conjunction with the Project are as follows:
Kelly Road turn lanes, Exter Way sidewalk, Bray Road striping.

3. The Owner/Developer agrees to, and in accordance with the requirements of the Site Development Regulations, does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2 above, specifically identified as:
- a. Letter of Credit, number _____, dated _____, with _____ by order of _____, or
 - b. A Warranty Bond, dated 10/17/2025 with Berkeley Preparatory School as Principal, and NGM Insurance Company as Surety, and
 - c. Cashier/Certified Check, number _____, dated _____ be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Owner/Developer on funds received by the County pursuant to this Agreement.

A copy of said letter of credit, warranty bond, or cashier/certified check is attached hereto and by reference made a part hereof.

4. In the event the Owner/Developer shall fail or neglect to fulfill its obligations under this Agreement and as required by the Site Development Regulations, the Owner/Developer shall be liable to pay for the cost of reconstruction of defective off-site improvement facilities to the final total cost, including but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Owner/Developer's failure or neglect to perform.
5. The County agrees, pursuant to the terms contained in the Site Development Regulations, to accept the off-site improvement facilities for maintenance, at such time as:
- a) The Engineer-of-Record for the Owner/Developer certifies in writing that said off-site improvement facilities have been constructed in accordance with:
 - (1) The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - (2) All applicable County regulations relating to the construction of the off-site improvement facilities; and
 - b) Authorized representatives of the County's Development Review Division of Development Services Department have reviewed the Engineer-of-Record's

certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.

6. If any part of this Agreement is found invalid and unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties can be effectuated.
7. This document, including all exhibits and other documents incorporated herein by reference, contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:


Witness Signature

Liz Price
Printed Name of Witness


Witness Signature

Adam Fairbairn
Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

VICTOR D. CRIST
Clerk of the Circuit Court

By: _____
Deputy Clerk

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal Sufficiency.

3 of 4

Owner/Developer:

By 
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Fraser MacKechnie

Printed Name of Signer

Berkeley Preparatory School Board Chair

Title of Signer

4811 Kelly Road, Tampa, FL 33615

Address of Signer

(813) 885 1673

Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

18th day of June, 2020, by Fraser Mackenzie as
(day) (month) (year) (name of person acknowledging)
Chair, Board of Trustees for Berkeley Preparatory School
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

N/A
Type of Identification Produced



ADAM FAIRBERT
Notary Public
State of Florida
Comm# HH749636
Expires 2/14/2030

[Signature]
(Signature of Notary Public - State of Florida)

Adam Fairbert
(Print, Type, or Stamp Commissioned Name of Notary Public)

HH749636
(Commission Number)

02/14/2030
(Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

____ day of _____, _____, by _____
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Notary Seal)

(Commission Number)

(Expiration Date)

KNOW ALL MEN BY THESE PRESENTS, that we Berkeley Preparatory School Inc.

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted land development regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this warranty bond; and

WHEREAS, in connection with the development of the project known as Berkeley Preparatory School Offsite Improvements, hereafter referred to as the "Project", the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the following off-site improvements for maintenance: Kelly Road Turn Lanes, Exter Way Sidewalk, Bray Road Striping (hereafter, the "Off-Site Project Improvements"); and

WHEREAS, the Principal, pursuant to the terms of the aforementioned site development regulations has entered into a site development agreement, hereafter the “Owner/Developer Agreement”, the terms of which agreement require the Principal to submit an instrument warranting the above- described improvements; and

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- 04/2024

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND
EFFECT UNTIL January 30, 2028

SIGNED, SEALED AND DATED this 17th day of October, 20 25

ATTEST:

Margaret Stoull



MARGARET STOULL
Notary Public
State of Florida
Comm# HH608084
Expires 1/27/2029

By Fraser MacEachnie
Principal FRASER MACEachnie Seal

NGM Insurance Company

Surety



ATTEST:

[Signature]

By Lindsey Butler

Lindsey Butler, Attorney-In-Fact

Seal

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]

Approved As To Form And Legal
Sufficiency.

as amended

SURETY RIDER



**MAIN
STREET
AMERICA**
INSURANCE



Description Kelly Road Turn Lanes, Exterway Sidewalks
Bray Road Striping

Site Development Warranty Bond

It is understood and agreed that surety bond number S288749 with
Berkeley Preparatory School, Inc. as principal
and Hillsborough County Board of County Commissioners as obligee
is hereby amended effective 06/15/2026 as follows:

****Expiration date has been extended to 08/21/2028****

It is further understood and agreed that no other condition, limitation or exclusion of the bond shall be altered or amended by this rider.

This rider shall be attached to and form a permanent part of this bond.

Signed, Sealed and Dated this 15th day June of 2026.

NGM Insurance Company

[Signature] Surety

Lindsey Butler, Attorney in Fact



APPROVED BY THE COUNTY ATTORNEY

BY [Signature]

Approved As To Form And Legal
Sufficiency.



POWER OF ATTORNEY

S-288749

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Lindsey Butler its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number S-288749 dated June 15, 2026, on behalf of **** Berkeley Preparatory School, Inc. ****

in favor of Hillsborough County Board of County Commissioners for Seven Hundred Fifty Thousand and 00/100

Dollars (\$ 750,000.00),

including any related Consent of Surety or supplemental documents required, and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, NGM Insurance Company has caused these presents to be signed by its Secretary and its corporate seal to be hereto affixed this 18th day of September, 2025.

NGM INSURANCE COMPANY By:

Lauren K. Powell
Vice President, Corporate Secretary



State of Wisconsin,
County of Dane

On this 18th day of September, 2025, before the subscriber a Notary Public of State of Wisconsin and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Madison, Wisconsin this 18th day of September, 2025.

My Commission Expires February 8, 2027

I, Janet S. Embray, President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 15th day of June, 2026.

Janet S. Embray, President

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Department or call our Bond Claim Department at 1-603-358-1437.

Berkeley Preparatory School Offsite Improvements

ENGINEERS CONSTRUCTION COST ESTIMATE FOR WARRANTY

From the attached Dallas 1 contract costs, the construction cost is \$346,790 for the offsite improvements.

Warranty Amount = $(\$346,790) \times .10 = \$34,679$

David G. Fuxan

Digitally signed
by David G. Fuxan
Date: 2025.10.21
17:23:11 -04'00'

David G. Fuxan, State of Florida, Professional Engineer, License No. 33133
This item has been digitally signed and sealed by David G. Fuxan on the date indicated here. Signature must be verified on any electronic copies.

David G. Fuxan, P.E.
Florida Registration #33133



10328 Main St.
Thonotosassa, FL 33592
813-986-1922
LIC. # CBC1251123 LIC. # CUC029827

To:	Berkeley Prep	Contact:	Mike Steger
Address:	4811 Kelly Road Tampa, FL 33615 USA	Phone:	
		Fax:	
Project Name:	Berkeley Preparatory School 25.01.16	Bid Number:	
Project Location:	4811 Kelly Road, Tampa, FL	Bid Date:	1/17/2025

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
General Conditions				
Mobilization	1.00	LS	\$15,000.00	\$15,000.00
Survey W/ As-Builts	1.00	LS	\$27,000.00	\$27,000.00
Maintenance Of Traffic - Allowance Pending ROW Use Permit	1.00	LS	\$15,000.00	\$15,000.00
Total Price for above General Conditions Items:				\$57,000.00

Kelly Road

Silt Fence	1,115.00	LF	\$5.30	\$5,909.50
Demolition - Concrete	1,015.00	SF	\$9.00	\$9,135.00
Demolition - Concrete Curb	360.00	LF	\$10.00	\$3,600.00
Saw-Cut	360.00	LF	\$2.80	\$1,008.00
Sod - Bahia	2,400.00	SY	\$4.80	\$11,520.00
Driveway Aprons - 06"	40.00	SY	\$150.00	\$6,000.00
Asphalt Milling	2,330.00	SY	\$7.20	\$16,776.00
Resurface - Asphalt Pavement - 1.00" (FC-9.5)(Prices Are Subject To F-DOT Asphalt Index)	2,315.00	SY	\$17.00	\$39,355.00
Resurface - Asphalt Pavement - 1.00" (SP-12.5)(Prices Are Subject To F-DOT Asphalt Index)	2,315.00	SY	\$15.00	\$34,725.00
Widening - Asphalt Pavement - 1.50" (FC-9.5)(Prices Are Subject To F-DOT Asphalt Index)	250.00	SY	\$41.00	\$10,250.00
Widening - Asphalt Pavement - 2.00" (SP-12.5)(Prices Are Subject To F-DOT Asphalt Index)	250.00	SY	\$41.00	\$10,250.00
Crushed Concrete Base Course - 08"	250.00	SY	\$80.00	\$20,000.00
Subgrade - Stabilized W/ Limerock (12")	250.00	SY	\$80.00	\$20,000.00
Sidewalk - 05' (6" Thick)	485.00	SF	\$15.00	\$7,275.00
Handicap Ramp	2.00	EACH	\$1,620.00	\$3,240.00
Curb - Drop	85.00	LF	\$110.00	\$9,350.00
Curb - Miami	280.00	LF	\$130.00	\$36,400.00
Signage & Striping	1.00	LS	\$25,560.00	\$25,560.00
Modify Existing Structure - No Detail Provided	1.00	EACH	\$9,460.00	\$9,460.00
Total Price for above Kelly Road Items:				\$279,813.50

Exter Way

Silt Fence	585.00	LF	\$5.30	\$3,100.50
Demolition - Concrete	3,470.00	SF	\$9.00	\$31,230.00
Saw-Cut	220.00	LF	\$2.80	\$616.00
Sod - Bahia	3,865.00	SY	\$6.00	\$23,190.00
Driveway Aprons - 06"	235.00	SY	\$194.00	\$45,590.00
Sidewalk - 05' (6" Thick)	4,295.00	SF	\$13.00	\$55,835.00

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Handicap Ramp	3.00	EACH	\$1,500.00	\$4,500.00
Total Price for above Exter Way Items:				\$164,061.50

Bray Road

Signage & Striping	1.00	LS	\$9,000.00	\$9,000.00
Total Price for above Bray Road Items:				\$9,000.00

Total Bid Price: \$509,875.00

Notes:

- Job Specific Notes: Relocation of brick fence and decorative lamp by others
- Material testing is not included.
- Permit fees are not included.
- Landscaping / Irrigation is not included.
- Bond is not included.
- All private utilities are to be relocated by others.
- If contaminated or unsuitable soil is encountered during excavation, a negotiated fee will be established to remove and replace this material.
- This proposal is good for 30 days from the above date.
- Asphalt Prices are Subject to FDOT Asphalt Index (MyFlorida.com/Search:Fuel & Bituminous Index, Item Asphalt Cement 20/30).
- This bid was prepared from plans dated: 11.19.24
- Waiver of Subrogation for Worker's Compensation is not included in this Bid. If required, there will be an additional cost of \$250.
- Additional insurance, in excess of industry standard insurance requirements, not already carried by Dallas 1, but required by the owner/contractor will be charged at the appropriate rate. Examples: Products/Completed Operations Coverage; Owner/Contractors Protection Liability and Professional Liability; Auto Additional Insured; Waiver for Auto etc.
- Due to material shortages and supply issues, the price and availability of some products cannot be guaranteed at this time. Prices are subject to change to the price in effect at time of delivery.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Dallas 1 Construction & Development

Authorized Signature: _____

Estimator: Jacob Prince
jacob.prince@d1cd.com