

**SUBJECT:** Tampa Commerce Center Off-Site PI# 1127  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** June 13, 2023  
**CONTACT:** Lee Ann Kennedy

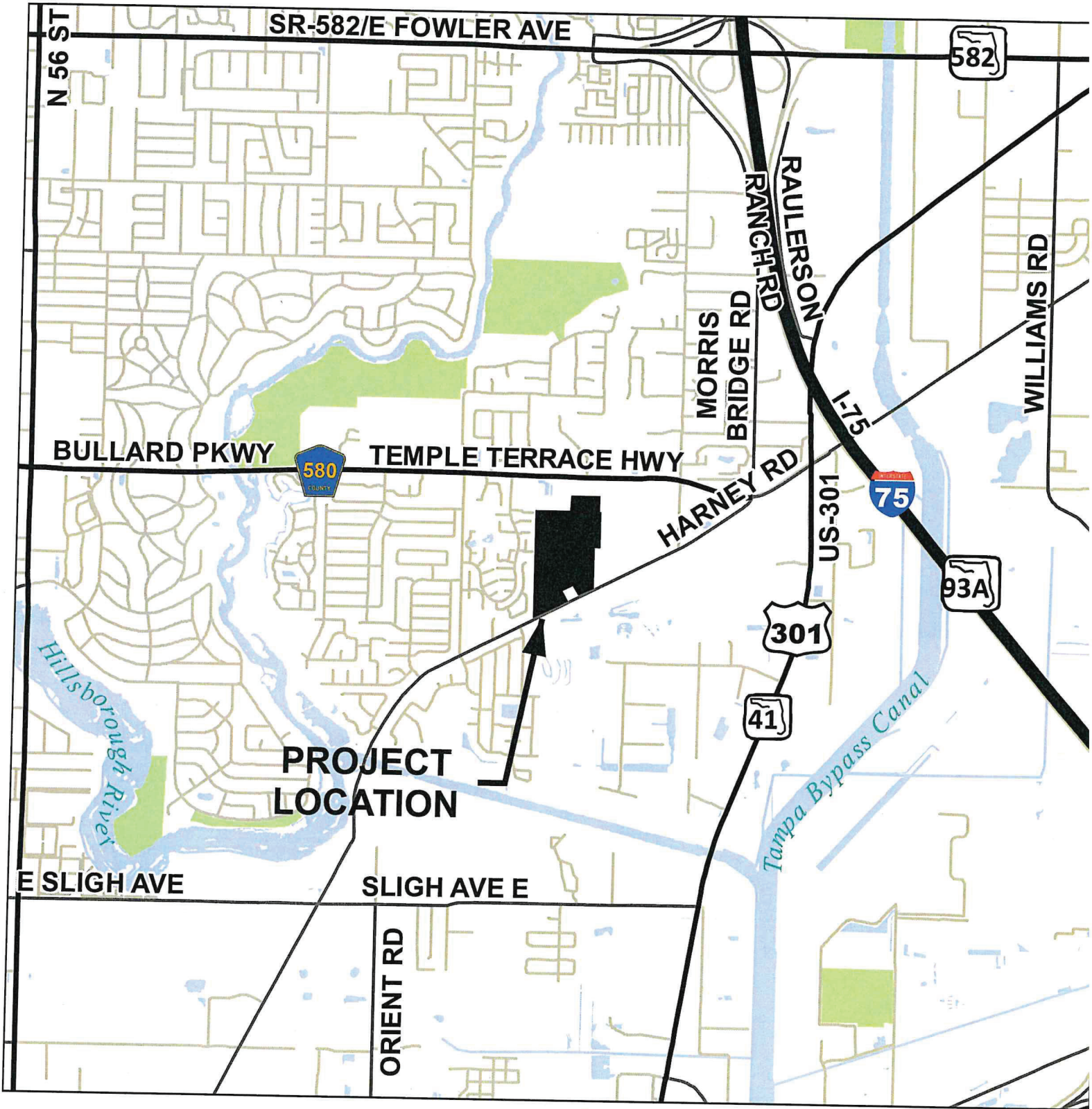
---

**RECOMMENDATION:**

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve Tampa Commerce Center Off-Site located in Section 24, Township 28, and Range 19 (roadway improvements, drainage and sidewalks) for Maintenance 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 \$51,884.00 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On June 14, 2022, Permission to construct was issued for Tampa Commerce Center Off-Site. Construction has been completed in accordance with the approved plans and has been inspected and approved by the appropriate agencies. The developer has provided the required Bond, which the County Attorney's Office has reviewed and approved. The developer is Tampa Commerce Center, LLC and the engineer is Halff Engineering.



**PROJECT  
LOCATION**

SR-582/E FOWLER AVE

BULLARD PKWY

TEMPLE TERRACE HWY

MORRIS  
BRIDGE RD

RANCH RD  
RAULERSON

HARNEY RD

WILLIAMS RD

E SLIGH AVE

SLIGH AVE E

ORIENT RD

N 56 ST

582

580  
COUNTY

75

301

41

93A

Hillsborough River

Tampa Bypass Canal

I-75

US-301

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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between TAMPA COMMERCE CENTER LLC, 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 TAMPA COMMERCE CENTER (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:

Exterior improvements including pavement and sidewalks; and stormwater drainage systems.

---

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 04/11/2023 with TAMPA COMMERCE CENTER LLC as Principal, and TRAVELERS 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:

Owner/Developer:

  
\_\_\_\_\_  
Witness Signature

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

SATYA MADIVALA  
\_\_\_\_\_  
Printed Name of Witness

MICHAEL T. HARRISON  
\_\_\_\_\_  
Printed Name of Signer

  
\_\_\_\_\_  
Witness Signature

SENIOR MANAGING DIRECTOR  
\_\_\_\_\_  
Title of Signer

Dennis Green  
\_\_\_\_\_  
Printed Name of Witness

383 17TH STREET, SUITE 100, ATLANTA, GA 30363  
\_\_\_\_\_  
Address of Signer

770-206-5300  
\_\_\_\_\_  
Phone Number of Signer

CORPORATE SEAL  
(When Appropriate)

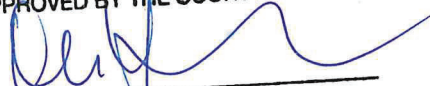
CINDY STUART  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

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

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

**APPROVED BY THE COUNTY ATTORNEY**

  
BY \_\_\_\_\_  
Approved As To Form And Legal  
Sufficiency.

**Representative Acknowledgment**

STATE OF GEORGIA  
COUNTY OF FULTON

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this  
18<sup>th</sup> day of MAY, 2023, by MICHAEL HARRISON as  
(day) (month) (year) (name of person acknowledging)

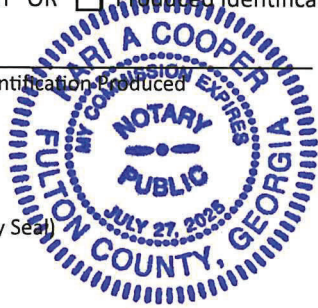
SENIOR MANAGING DIRECTOR for TAMPA COMMERCE CENTER, LLC  
(type of authority, ...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR  Produced Identification

*Kari A. Cooper*  
(Signature of Notary Public - State of Georgia)

\_\_\_\_\_  
Type of Identification Produced

KARI A. COOPER  
(Print, Type, or Stamp Commissioned Name of Notary Public)



W-00515555 JULY 27, 2025  
(Commission Number) (Expiration Date)

**Individual Acknowledgment**

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

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
Type of Identification Produced

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

(Notary Seal)

(Commission Number)

(Expiration Date)

**Representative 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 \_\_\_\_\_ as  
(day) (month) (year) (name of person acknowledging)  
\_\_\_\_\_ for \_\_\_\_\_  
(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

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
Type of Identification Produced

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

(Notary Seal)

\_\_\_\_\_  
(Commission Number)

\_\_\_\_\_  
(Expiration Date)

**Individual Acknowledgement**

STATE OF ~~FLORIDA~~ GEORGIA  
COUNTY OF ~~HILLSBOROUGH~~ FULTON

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 17<sup>th</sup> day of APRIL, 2023, by MICHAEL HARRISON  
(day) (month) (year) (name of person acknowledging)

Personally Known OR  Produced Identification

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
Type of Identification Produced

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

(Notary Seal)

W-00515555  
(Commission Number)

7/27/25  
(Expiration Date)



**SITE DEVELOPMENT WARRANTY BOND - OFF-SITE IMPROVEMENTS**

**KNOW ALL MEN BY THESE PRESENTS**, that we TAMPA COMMERCE CENTER LLC

called the Principal, and Travelers Casualty and Surety

Company of America

called the Surety, are held and firmly bound unto the

**BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Fifty One Thousand Eight Hundred Eighty Four and 00/100 (\$ 51,884.00) Dollars for the payment of which

we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**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**, these site development regulations affect the development of land within the unincorporated areas of Hillsborough County; and

**WHEREAS**, in connection with the development of the project known as Tampa Commerce Center, 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: Sidewalks, Pavements and Stormwater Systems (hereafter, the "Off-Site Project Improvements"); and

**WHEREAS**, the aforementioned site development regulations require as a condition of acceptance of the Off-Site Project Improvements that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the the Off-Site Project Improvements for a definite period of time in an amount prescribed by the aforementioned site development regulations; 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

**WHEREAS**, the terms of said Owner/Developer Agreement are by reference, hereby, incorporated into and made a part of this Warranty Bond.

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

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the Off-Site Project Improvements for maintenance by the Board of County Commissioners of Hillsborough County, against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the Site Development Regulations established by the Board of County Commissioners of Hillsborough County, and;
- C. If the Principal shall faithfully perform the Owner/Developer Agreement at the times and in the manner prescribed in said Agreement;



THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL THE 8<sup>th</sup> of June 2025.

SIGNED, SEALED AND DATED this 11<sup>th</sup> day of April, 2023

ATTEST:

TAMPA COMMERCE CENTER, LLC a Delaware limited liability company

By: Hines Tampa Commerce Center GP LLC, a Delaware limited liability company, its Managing Member

By: Hines Tampa Commerce Center Associates, LP, a Texas limited partnership its Sole Member

By: Hines Investment Management Holdings Limited Partnership, a Texas limited partnership, its General Partner

By: HIMH GP LLC, a Texas limited liability company, its General Partner

By: Hines Real Estate Holdings, Limited Partnership, a Texas limited partnership, its Sole Member

By: JCH Investments, Inc., a Texas corporation, its General Partner



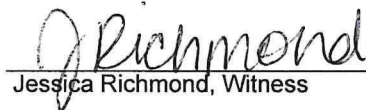
Michael T. Harrison  
Senior Managing Director

Travelers Casualty and Surety Company of America



Stephanie Gross, Attorney-in-Fact

Witness/  
ATTEST:



Jessica Richmond, Witness

(Seal)

APPROVED BY THE COUNTY ATTORNEY

BY   
Approved As To Form And Legal Sufficiency.

as amended



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Stephanie Gross** of **HOUSTON, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

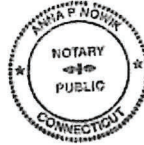
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **April**, 2023 .



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

# CHANGE RIDER

To be attached to and form a part of Bond No. 107804987

in the amount of \$51,884.00 issued by Travelers Casualty and Surety Company of America

on behalf of Tampa Commerce Center LLC

in favor of Board of County Commissioners of Hillsborough County, Florida

It is understood and agreed that the bond described above is hereby modified so as to

**The Expiration Date to:**

July 13, 2025

It is further expressly understood and agreed that the aggregate liability of the \_\_\_\_\_

Travelers Casualty and Surety Company of America under said bond to the obligee herein mentioned shall not exceed the amount stated above.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, agreements, conditions or limitations of the above-mentioned bond, other than as above stated.

Signed, sealed and dated this 18th day of May, 2023.

Travelers Casualty and Surety Company of America



BY: [Signature]  
Stephanie Gross Attorney-in-Fact

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]  
Approved As To Form And Legal Sufficiency.



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Stephanie Gross of Houston, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

By:   
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18th day of May, 2023.



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

# TAMPA COMMERCE CENTER

Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements

**WARRANTY -OFFSITE ONLY (NO ONSITE)**

MARCH 29, 2023

<b>1.00</b>	<b>PAVEMENT AND SIDEWALK</b>				
1.01	Full Depth Pavement Reconstruction with Limerock	1,477	SY	\$ 65.00	\$96,005.00
1.02	Full Depth Pavement Reconstruction w/Crushed Conc Base	1,020	SY	\$ 70.00	\$71,400.00
1.03	Shoulder Pavement Widening with Limerock	1,398	SY	\$ 65.00	\$90,870.00
1.04	Shoulder Pavement Widening with Crushed Conc Base	720	SY	\$ 70.00	\$50,400.00
1.05	6" Crushed Concrete Base Under Curb	181	SY	\$ 13.00	\$2,353.00
1.06	6" Limerock Base Under Curb	298	SY	\$ 11.00	\$3,278.00
1.07	Type F Curb	1,715	LF	\$ 15.00	\$25,725.00
1.08	3' Vally Gutter	85	LF	\$ 20.00	\$1,700.00
1.09	Flared Ends "F"	4	Each	\$ 500.00	\$2,000.00
1.10	6" Concrete Driveways	660	SF	\$ 6.00	\$3,960.00
1.11	4" Sidewalks	5,825	SF	\$ 4.00	\$23,300.00
1.12	Bahia Sod	20,000	SF	\$ 0.35	\$7,000.00
1.13	Striping and Signage - Thermo	1	LS	\$ 14,000.00	\$14,000.00
	<b>ROADWAY SUBTOTAL</b>				<b>\$391,991.00</b>
<b>2.00</b>	<b>STORM DRAINAGE SYSTEM</b>				
2.01	STRUCTURE-301	1	Each	\$ 4,300.00	\$4,300.00
2.02	STRUCTURE-302	1	Each	\$ 11,800.00	\$11,800.00
2.03	STRUCTURE-304	1	Each	\$ 5,200.00	\$5,200.00
2.04	STRUCTURE-307	1	Each	\$ 6,900.00	\$6,900.00
2.05	STRUCTURE-308	1	Each	\$ 7,300.00	\$7,300.00
2.06	STRUCTURE-309	1	Each	\$ 6,900.00	\$6,900.00
2.07	STRUCTURE-310	1	Each	\$ 6,900.00	\$6,900.00
2.08	STRUCTURE-320	1	Each	\$ 11,800.00	\$11,800.00
2.09	30" CLASS III RCP	388	LF	\$ 88.00	\$34,144.00
2.10	24" CLASS III RCP	273	LF	\$ 67.00	\$18,291.00
2.11	18" CLASS III RCP	193	LF	\$ 46.00	\$8,878.00
2.12	18" CLASS III RCP Pipe Only	148	LF	\$ 30.00	\$4,440.00
	<b>STORM DRAINAGE SYSTEM SUBTOTAL</b>				<b>\$126,853.00</b>
	<b>Grand Total</b>				<b>\$518,844.00</b>
				WARRANTY BOND @ 10%	\$51,884

