

SUBJECT: Car Guys - Valrico Off-Site **PI# 4727**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: January 9, 2024
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Approve the Amendment to the Owner/Developer's Agreement for Warranty of Required Off-Site Improvements for the Car Guys Valrico site development project located in Section 29, Township 29, and Range 21 and accept a Rider to Warranty Bond #1002068 to increase the principal amount of the Warranty Bond from \$12,379 to \$13,520. The County and the Owner/Developer, DMI Nebraska, LLC, entered into an Agreement for Warranty of Required Off-Site Improvements for the Car Guys Valrico site development project on September 12, 2023. Pursuant to that Agreement, the County accepted warranty bond #1002068 in the amount of \$12,379 to guarantee the off-site water and wastewater improvements against defects in workmanship and materials for a period of two years. Since acceptance of the warranty bond, it has been determined that the amount of the warranty bond should be increased to reflect the final construction cost of the project. The Amendment to the Agreement acknowledges the increase in construction costs and provides for acceptance of the Rider increasing the bond principal amount to \$13,520. All other terms and conditions of the Agreement and the Warranty Bond remain in force and effect.

BACKGROUND:

On January 31, 2022, Permission to Construct Prior to Platting was issued for Car Guys - Valrico Off-Site, after construction plan review was completed on April 5, 2021. 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 DMI Nebraska, LLC and the engineer is Gustafson Engineering Company.

**AMENDMENT TO THE OWNER/DEVELOPER'S AGREEMENT FOR
WARRANTY OF REQUIRED OFF-SITE IMPROVEMENTS**

This Amended Agreement made and entered into on the ___ day of _____, 20___, by and between DMI NEBRASKA, LLC, a Florida limited liability company, 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, on or about September 12, 2023, the Owner/Developer and the County entered into an Agreement for Warranty of Required Off-Site Improvements for the Car Guys Valrico site development project ("Agreement"); and

WHEREAS, pursuant to the Agreement, the County agreed to accept the offsite water and wastewater improvements constructed by the Owner/Developer in conjunction with the Car Guys Valrico site development project (the "Improvements") for maintenance at such time as all County requirements for acceptance of such Improvements were satisfied; and

WHEREAS, pursuant to the Agreement, the Owner/Developer agreed to warrant the Improvements against defects, deterioration or damage for a period of two (2) years after acceptance; and

WHEREAS, the Owner/Developer provided to the County, and the County accepted, warranty bond # 1002068 with Owner/Developer as Principal and FCCI Insurance Company as surety, in the amount of \$12,379.00 (the "Warranty Bond"), guaranteeing the Improvements against defects in workmanship and materials for a period of two years from acceptance of said Improvements by the County; and

WHEREAS, pursuant to the County's site development regulations, the amount of a warranty bond is required to be ten percent (10%) of the total construction costs of the improvements being accepted for maintenance; and

WHEREAS, the initial construction cost estimate for the Improvements, on which the Warranty Bond was based, inadvertently omitted certain line items; and

WHEREAS, the actual construction cost of the Improvements was \$135,193.65, an increase from the initial estimate of \$123,784.15; and

WHEREAS, in order to comply with County regulations, the parties agree that both the Agreement and the Warranty Bond should be modified to provide for an increase in the amount of the warranty to reflect 10% of the actual Improvement construction costs.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner/Developer and County agree as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by reference.
2. The Owner/Developer hereby delivers and the County hereby accepts the Rider to the Warranty Bond, dated 12-1-2023 and attached hereto as **Exhibit A**, with DMI Nebraska, LLC as Principal and FCCI Insurance Company as Surety (hereafter, "Rider to Warranty Bond"), to warranty the obligations set forth in paragraph 3 of the Agreement, as modified herein.
3. The Rider to the Warranty Bond increases the principal amount of the Warranty Bond from \$12,379 to \$13,520, which amount reflects 10% of the construction costs on the final statement of construction costs attached hereto as **Exhibit B**.
4. Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 1 day of DEC, 2023.

ATTEST:

[Signature]
Witness' Signature

MAYNARD BAKER
Printed Name of Witness

[Signature]
Witness' Signature

Michael Kretzinger
Printed Name of Witness

OWNER/DEVELOPER: DMI Nebraska, LLC

By:

Authorized Corporate Officer or Individual
(Signed before a Notary Public and 2 Witnesses)

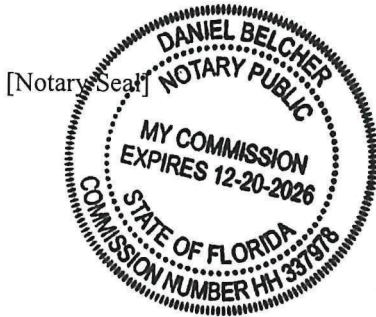
[Signature]

26615 STATE ST SUITE 3
LAKE FL 33557
Address of Signer

Phone Number of Signer

STATE OF FLORIDA
COUNTY OF PENNSA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12-1-2023 (date) by David M. Mitchell, Manager, DMI Nebraska, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ (type of identification) as identification.



[Signature]
Notary Public

Daniel Belcher
Name Typed, Printed or Stamped

My Commission Expires: 12-20-26

ATTEST:

CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

HILLSBOROUGH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

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

EXHIBIT A
RIDER TO WARRANTY BOND



More than a policy. A promise.

RIDER

To be attached to and form part of Bond Number: 1002068

This rider shall become effective as of 12/1/2023

Issued on behalf of DMI Nebraska, LLC as Principal, and in favor of Hillsborough County as Obligee.

It is agreed and understood that FCCI INSURANCE COMPANY authorizes the following changes:

Increase bond amount from \$12,379 tp \$13,520.

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

Signed, sealed and dated this 1 day of DEC, 2023

PRINCIPAL

SURETY: FCCI INSURANCE COMPANY

ATTORNEY-IN-FACT



APPROVED BY THE COUNTY ATTORNEY

BY
Approved As To Form And Legal Sufficiency.

EXHIBIT B
FINAL CONSTRUCTION COST STATEMENT



Engineering and Construction

CONSTRUCTION COST				
CAR GUYS - VALRICO				
				DATE: 11/15/2023
POTABLE WATER SYSTEM				
	UNIT	UNIT PRICE	QUANTITY	TOTAL
4" Gate Valve	Each	\$ 1,080.00	2	\$ 2,160.00
6" Gate Valve	Each	\$ 2,120.00	2	\$ 4,240.00
12" DIP	LF	\$ 28.00	7	\$ 196.00
12" Gate Valve	Each	\$ 3,200.00	2	\$ 6,400.00
6x4 MJ Reducer	Each	\$ 632.00	1	\$ 632.00
4" DIP	LF	\$ 44.50	8	\$ 356.00
6" DIP	LF	\$ 27.50	18	\$ 495.00
12x6 MJ Tee	Each	\$ 1,420.00	1	\$ 1,420.00
6x6 Tee	Each	\$ 1,150.00	1	\$ 1,150.00
4x2 MJ Reducer	Each	\$ 430.00	1	\$ 430.00
4" MJ Tee	Each	\$ 780.00	1	\$ 780.00
2-Inch Poly	LF	\$ 36.00	7	\$ 252.00
2" Brass 90	Each	\$ 368.00	1	\$ 368.00
2" Gate Valve	Each	\$ 890.00	1	\$ 890.00
Fire Hydrant	Each	\$ 3,500.00	1	\$ 3,500.00
Total Water				\$ 23,269.00
SANITARY SEWER SYSTEM				
	UNIT PRICE	QUANTITY	TOTAL	
4" DR18 FM	LF	\$ 90.25	1195	\$ 107,848.75
4" 45 Deg. Bend	Each	\$ 182.50	10	\$ 1,825.00
4" Plug Valve	Each	\$ 235.00	2	\$ 470.00
4" 22.5 Deg. Bend	Each	\$ 182.50	1	\$ 182.50
12" Steel Casing	LF	\$ 88.80	18	\$ 1,598.40
Total Sewer				\$ 111,924.65
TOTAL				\$ 135,193.65

Ray D
Gustafson

Digitally signed by Ray D Gustafson
DN: c=US, o=Florida,
dnQualifier=A01410D00000188340
B4FE30006F93C, cn=Ray D
Gustafson
Date: 2023.11.16 10:13:45 -05'00'

Ray D. Gustafson, Professional
Engineer, State of Florida, License
No. 37565

This item has been digitally signed
and sealed by Ray D. Gustafson
on **Nov 16, 2023**

Printed copies of this document
are not considered signed and
sealed and the signature must be
verified on any electronic copies.