

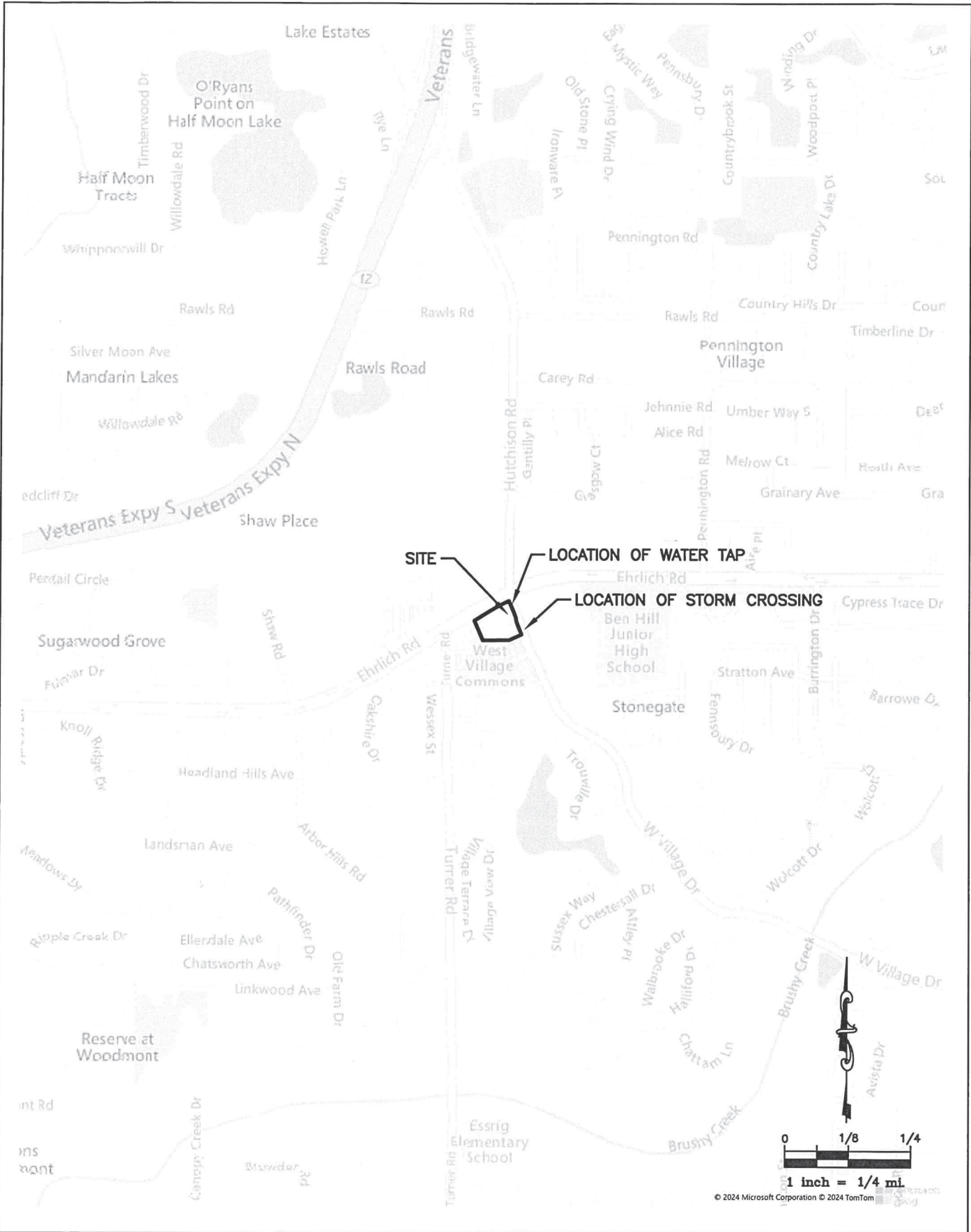
SUBJECT: Modwash Ehrlich Road Off-Site **PI# 5849**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: December 10, 2024
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (paving, drainage, sidewalks and water) for Maintenance to serve Modwash Ehrlich Road Off-Site, located in Section 06, Township 28, and Range 18 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 \$36,338.00 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On March 09, 2023, Permission to Construct was issued for Memorial Highway Industrial Off-Site, after construction plan review was completed on February 1, 2023. 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 Modwash, LLC and the engineer is Berry Engineers, LLC.



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DEVELOPER:
HUTTON
 736 CHERRY STREET
 CHATTANOOGA, TN 37402

PROJECT:
MODWASH
 5306 EHRLICH RD
 TAMPA, FL 33624

SHEET NAME:
 VICINITY MAP

BERRY
ENGINEERS LLC

63 BROAD STREET NW
 CLEVELAND, TN 37311
 423-790-5880

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between Modwash, 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 Modwash Ehrlich Road (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:
sidewalks, ROW paving, storm pipes, & water connections

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 8/24/2024 with Modwash, LLC as Principal, and Great Midwest Insurance Co. 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:

Sarah M Murray
Witness Signature

Sarah Murray
Printed Name of Witness

Cole Warren
Witness Signature

Cole Warren
Printed Name of Witness

Owner/Developer: MODWASH, LLC

By: [Signature]
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Ben Harper
Printed Name of Signer

General Counsel
Title of Signer

736 Cherry Street Chattanooga TN 37402
Address of Signer

423-771-4462
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

CINDY STUART
Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

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

Representative Acknowledgement

STATE OF FLORIDA Tennessee
COUNTY OF HILLSBOROUGH Hamilton

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
27 day of August, 2024, by Benjamin Harper as
(day) (month) (year) (name of person acknowledging)
General Counsel for modwash, 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

Type of Identification Produced

(Notary Seal)



Tina D LeJeune

(Signature of Notary Public - State of Florida)

Tina D LeJeune

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

n/a 2/28/2028

(Commission Number) (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

(Notary Seal)

(Signature of Notary Public - State of Florida)

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

(Commission Number) (Expiration Date)

SITE DEVELOPMENT WARRANTY BOND - OFF-SITE IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that we Modwash, LLC

called the Principal, and

Great Midwest Insurance Company

called the Surety, are held and firmly bound unto the

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Thirty six thousand three hundred thirty eight and No/100 (\$36,338.00) 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 Modwash, 5306 Ehrlich Road, Tampa FL, Hutton #19253D 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, ROW paving, storm pipes, & water connections (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 August 16, 2026

SIGNED, SEALED AND DATED this 26th day of August, 2024

ATTEST:

Sarah M. Murray

ModWash, LLC
By [Signature]
Principal Seal

Great Midwest Insurance Company
Surety Seal

ATTEST:

Nash Bryant

By [Signature]
Attorney-In-Fact Seal
Patricia S. Kleehammer

APPROVED BY THE COUNTY ATTORNEY
[Signature]
BY
Approved As To Form And Legal Sufficiency.
as amended

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

CECIL R. VAUGHAN, III, JOHN D. BROCK, MARK R. BROCK, PATRICIA S. KLEEHAMMER, EMILY K. FANT

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

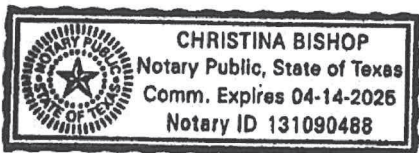


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 26th Day of August, 2024.



BY Leslie K. Shaunty
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



63 Broad St NW
 Cleveland, TN 37311
 (423) 790-5880

MEMO

DATE: AUGUST 27, 2024
 TO: HILLSBOROUGH COUNTY
 FROM: BERRY ENGINEERS, LLC
 RE: MODWASH EHRlich ROAD
 PI 5849
 COST ESTIMATE

Below is a cost estimate for the utility construction, stormwater crossing with right-of-way repair, and sidewalk construction for the Modwash Carwash located along W Village Drive in Tampa, FL.

Drainage & Right-of-Way Paving:

Description	QTY	Unit	Rate	Total
Sidewalks	838	LF	\$82.51	\$69,150
Paving	1	LS	\$74,425	\$74,425
Storm Drainage	1	LS	\$196,580	\$196,580
Total				\$340,155

Water Service:

Equipment	Equipment Type:	QTY	Unit	Rate	Total
Pickup Truck		50	HRS	\$12.00	\$600.00
Mini Excavator		20	HRS	\$18.65	\$373.00
Skid Steer		20	HRS	\$21.25	\$425.00
Equipment Subtotal					\$1,398.00
Equipment Overhead				10%	\$139.80
Equipment Total					\$1,537.80

Labor	Name & Classification	Hours	Rate	Total
Superintendent		50	\$55.00	\$2,750.00
Pipefitter		100	\$30.00	\$3,000.00
Operator		50	\$40.00	\$2,000.00
Laborer		50	\$25.00	\$1,250.00
Labor Subtotal				\$9,000.00
Labor Burden				28% \$2,520.00
Labor Total				\$11,520.00

Materials				
Description	QTY	Unit	Rate	Total
Tapping Sleeve 2x10	1	EA	\$799.00	\$858.93
2" Gate Valve	4	EA	\$749.00	\$3,220.70
2x2 DIP Tee	1	EA	\$44.92	\$48.29
2" Bend	9	EA	\$32.78	\$317.15
2" Coupler	4	EA	\$32.78	\$271.98
2" Pipe	47	LF	\$16.70	\$843.77
2" BFP	1	EA	\$2,026.00	\$2,177.95
1" BFP	1	EA	\$1,398.00	\$1,502.85
Material Subtotal				\$9,241.60
Material Overhead			10%	\$924.16
Material Total				\$10,165.76
Water Service Grand Total				\$23,224.00
Grand Total Cost Estimate				\$363,379.00



Contractor Affidavit

I/We as contractor for the construction of the improvement facilities ModWash Ehrlich Road
for Modwash, LLC, having been first duly sworn, depose and say: That all the
material used in the construction of the facilities meet the requirements of the Hillsborough County Water
and Wastewater Technical Manual Specifications, the Highway and Bridge Technical Manual, and the Florida
Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

By: [Signature]
Signature

Print name and title Lucas Borneman
Project Manager

Company: Berry Construction Co Inc

Address: 2525 Broad Street Chattanooga, TN 37408

STATE OF ~~FLORIDA~~ Tennessee
COUNTY OF ~~HILLSBOROUGH~~ Hamilton

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
14th day of August, 2024, by Lucas Borneman.
(day) (month) (year) (name of person acknowledging)

Personally Known OR Produced Identification

Type of Identification Produced

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

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

2/28/28
(Commission Number) (Expiration Date)

