

SUBJECT: FC&D 60th St. Recycling Facility Off-Site **PI#2576**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: January 7, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roads and drainage) for Maintenance to serve FC&D 60th St. Recycling Facility Off-Site, located in Section 10, Township 29, and Range 19, 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 \$21,940.10 and authorize the Chairman to execute the Subdivider's Agreement for Warranty of Required Improvements.

BACKGROUND:

On January 27, 2024, Permission to Construct Prior to Platting was issued for FC&D 60th St. Recycling Facility Off-Site, after construction plan review was completed on November 29, 2023. The developer has submitted the required Bond, which the County Attorney's Office has reviewed and approved. The developer is DGP&S Construction, LLC and the engineer is Hamilton Engineering and Surveying, LLC.



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

This Agreement made and entered into this _____ day of _____, 20____, by and between
DGP&S Construction
Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "Owner/Developer" and
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 FC&D 60th Street Recycling Facility (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


THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL December 10, 2026.

SIGNED, SEALED AND DATED this 5th day of September, 2024.

ATTEST: DGP&S Construction



Leslie Reyes, Witness

By 

Principal Seal
Celia Morales

West Bend Insurance Company

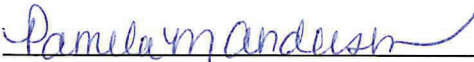
Surety Seal



ATTEST:



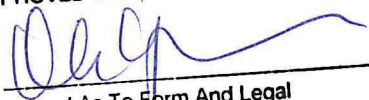
Madeline Lovett, Witness

By 

Attorney-In-Fact Seal
Pamela M. Anderson



APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal Sufficiency.

as amended



Bond No. 2298104

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Pamela M. Anderson, Wendy A. Bright, William M. Chapman, Matthew M. Eperesi, Natasha Kerr, Barbara A. Leeper, Patti K. Lindsey, Madeline P. Lovett, Alexandra Machnik, Cheri L. Ritz, Robert Vetere, Richard Zimmerman

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 5th day of September, 2024



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

GENERAL SURETY RIDER

To be attached and form a part of

Bond No. 2298104
For F, C, & D 60th Street Recycling Facility - Site Work, Paving, Grading and Storm Drainage
Dated effective 12/10/2024 (MONTH, DAY, YEAR)
Executed by DGP&S Construction, Inc., as Principal, (PRINCIPAL)
And by West Bend Insurance Company, as Surety, (SURETY)
And in favor of Board of County Commissioners of Hillsborough County (OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	TO
Term Expiration Date	12/10/2026	02/07/2027

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective

12/10/2024

(MONTH, DAY, YEAR)

Signed and Sealed

11/22/2024

(MONTH, DAY, YEAR)

DGP&S Construction, Inc.
PRINCIPAL

BY C. M. M. VP TITLE

West Bend Insurance Company
SURETY

BY Patti K. Lindsey
Patti K. Lindsey, ATTORNEY-IN-FACT



APPROVED BY THE COUNTY ATTORNEY

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



Principal: DGP&S Construction, Inc.
Board of County Commissioners of Hillsborough County

Bond No. 2298104

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Patti K. Lindsey

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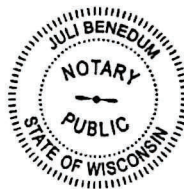
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
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President

State of Wisconsin
County of Washington

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Julie Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

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Signed and sealed at West Bend, Wisconsin this 22nd day of November, 2024

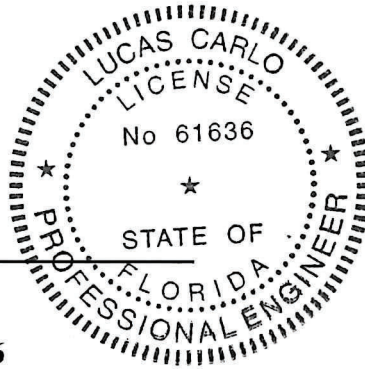


Christopher C. Zwygart
Christopher C. Zwygart
Secretary

F, C & D 60th Street Recycling Facility
Engineer's Certification of Total Cost and Quantities

PAVING.....	\$ 99,643.00
STORM DRAINAGE.....	\$ 119,758.00
SANITARY SEWER COLLECTION.....	-
WATER DISTRIBUTION SYSTEM:	-
TOTAL:	\$ 219,401.00
10% WARRANTY BOND AMOUNT:	\$ 21,940.10

LC 8/23/24



Lucas Carlo, P.E.
Florida Registered Professional Engineer #61636

Hamilton Engineering and Surveying, LLC CA#65325

F C & D 60th St Recycling Facility

SITE WORK, PAVING & GRADING

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
6' Sidewalk - 4" Thick	3,347	SF	\$6.50	\$ 21,755.50
Miami Curb	1,100	LF	\$18.00	\$ 19,800.00
ADA Ramp	1	EA	\$1,300.00	\$ 1,300.00
Truncated Domes	1	EA	\$390.00	\$ 390.00
2" Heavy Duty Asphalt	13,270	SF	\$1.75	\$ 23,222.50
6" Crushed Concrete - HD Asp.	13,270	SF	\$1.00	\$ 13,270.00
12" Stabilized Subbase - HD Asp.	13,270	SF	\$1.50	\$ 19,905.00

TOTAL	\$	99,643.00
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F C & D 60th St Recycling Facility

SCHEDULE "C" STORM DRAINAGE

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
18" RCP	64	LF	\$62.00	\$ 3,968.00
24" RCP	265	LF	\$92.00	\$ 24,380.00
30" RCP	155	LF	\$122.00	\$ 18,910.00
36" RCP	169	LF	\$165.00	\$ 27,885.00
36" MES	2	EA	\$1,800.00	\$ 3,600.00
36" End Wall	1	EA	\$1,800.00	\$ 1,800.00
Curb Inlet	6	EA	\$5,500.00	\$ 33,000.00
Type P Manhole	1	EA	\$6,215.00	\$ 6,215.00

TOTAL	\$ 119,758.00
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