

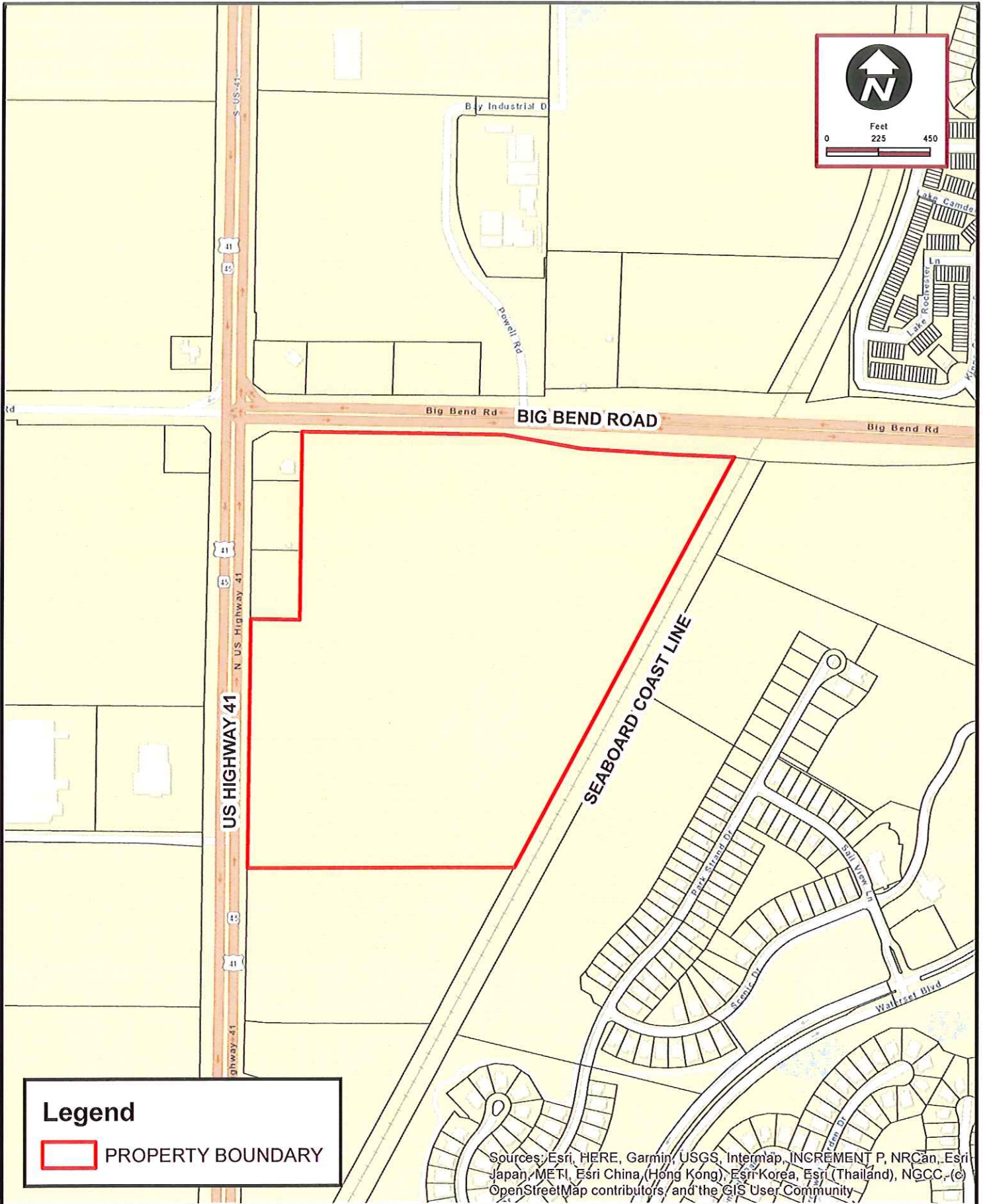
SUBJECT: Big Bend Logistics Off-Site
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: October 12, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway & turn lanes, water main and force main) for Maintenance upon proper completion, submittal and approval of all required documentation, and construction final acceptance by the Development Review Division of Development Services Department to serve Big Bend Logistics, located in Section 14, Township 31, and Range 19. 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 \$39,415.70 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On July 7, 2020, Permission to construct was issued for Big Bend Logistics. Construction has been completed in accordance with the approved plans and has been inspected and approved by the Development Review Division of Development Services Department. The developer has provided the required Warranty Bond, which the County Attorney's Office has reviewed and approved. The developer is Seefried Big Bend, LLC and the engineer is Kimley Horn.



Legend

PROPERTY BOUNDARY

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

\\LAK_Civil\046265010 - Big Bend\GIS\MAPS\EXHIBIT 3 - SOILS.MAP.mxd - 4/29/2020 9:20:52 PM - Briana.Reum



© 2020 Kimley-Horn and Associates, Inc.
 116 S. Kentucky Ave, Lakeland, FL 33801
 Phone: 863-701-8702
 www.kimley-horn.com CA 0000696

LOCATION MAP

BIG BEND LOGISTICS

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

This Agreement made and entered into this ____ day of _____, 2021, by and between Seefried Big Bend, 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 Big Bend Logistics; 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, constructed in conjunction with the site development project known as Big

Bend Logistics are as follows:

Construction of a WB left turn lane on Big Bend Road, extension of existing EB left turn lane on Big Bend Road, one (1) water main connection, and one (1) force main connection.

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 _____, with _____ as Principal, and _____ as Surety, or _____
- c. Cashier/Certified Check, number 5302625954, dated 9/22/2021, which shall 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 his 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 these presents, this 2ND day of AUGUST, 2021.

ATTEST:

[Signature]
Witness

[Signature]
Witness

NOTARY PUBLIC

[Signature]



OWNER/DEVELOPER:

[Signature]
Authorized Corporate Officer or Individual

Name (typed, printed or stamped)

3333 Riverwood Pkwy, Suite 200, Atlanta, GA 30339

Address of Signer

678.904.1902
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

ATTEST:

Clerk of
the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

Owners Developers Warranty Agreement 050107.doc

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

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

CORPORATE ACKNOWLEDGMENT:

STATE OF Georgia

COUNTY OF DeKalb

The foregoing instrument was acknowledged before me this 2ND day of August, 2021, by JIM CONDON and

respectively Manager and CDO of SEEFRIED BIG BETS, LLC, Inc., a corporation under the laws of the state of DELAWARE on behalf of the corporation. He and/or she is personally known to me or has produced PERSONALLY KNOWN as identification and did take an oath.

NOTARY PUBLIC:

Sign: [Signature] (Seal)

Print: GISELLE ROMERO

Title or Rank: Notary

Serial Number, if any: _____

My Commission Expires: _____



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

THIS DOCUMENT CONTAINS VOID TEXT ON A BLUE BACKGROUND THAT WILL APPEAR WHEN PHOTOCOPIED



Official Check

64.73/611

5302625954

Purchaser SEEFRIED BIG BEND LLC

Date September 22, 2021

Cost Center 1887653

Pay THIRTY NINE THOUSAND FOUR HUNDRED FIFTEEN DOLLARS and 70 CENTS

\$39415.70

To the Order of HILLSBOROUGH COUNTY BOCC

SunTrust Banks, Inc. by an Authorized Agent

SunTrust Bank

Memo

Dan Bible
Authorized Signature

Payable at SunTrust Bank

⑈ 530 26 25954 ⑈

⑆06 ⑆ ⑆00790⑆

70 ⑆90 ⑆9996 ⑈

APPROVED BY THE COUNTY ATTORNEY

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

Description	Bid Qty.	UM	Unit Bid Price	Total Bid Price
<u>BIG BEND ROAD IMPROVEMENTS</u>				
STRIP / PREP RIGHT OF WAY	1	LS	\$13,000.00	\$13,000.00
SOD RIGHT OF WAY - BAHIA	300	SY	\$2.75	\$825.00
FINAL GRADING	1	LS	\$6,050.00	\$6,050.00
1.5" TYPE FC 12.5 FRICTION COURSE	1177	SY	\$23.70	\$27,894.90
1" TYPE SP 9.5 ASPHALT	1177	SY	\$10.75	\$12,652.75
2.5" TYPE SP 12.5 ASPHALT	1177	SY	\$27.50	\$32,367.50
OPT. BASE GROUP 12 - 12.5" LIMEROCK	1177	SY	\$27.60	\$32,485.20
12" STABILIZED SUBGRADE	1177	SY	\$14.75	\$17,360.75
TYPE "F" CURB W STABILIZATION	649	LF	\$23.95	\$15,543.55
MILL EXISTING ASPHALT 1.5"	3850	SY	\$5.72	\$22,022.00
1 1/2" TYPE SP ASPHALT	3850	SY	\$13.25	\$51,012.50
SIGNAGE & STRIPING	1	LS	\$20,388.00	\$20,388.00
5' ADA HANDICAPPED RAMP	2	EACH	\$985.00	\$1,970.00
4" CONCRETE SIDEWALK	9325	SF	\$4.40	\$41,030.00
24" CLASS III RCP STORM	157	LF	\$56.26	\$8,832.82
24" RCP MES	2	EACH	\$3,350.00	\$6,700.00
FORCEMAIN				
CONNECT TO EXISTING 10" FORCEMAIN	1	EACH	\$2,700.00	\$2,700.00
6" X 4" TAPPING SLEEVE & VALVE	1	EACH	\$4,250.00	\$4,250.00
4" PVC FORCEMAIN (DR 18)	60	LF	\$16.05	\$963.00
4" PLUG VALVE ASSEMBLY	1	EACH	\$895.00	\$895.00
4" MJ BEND	4	EACH	\$185.00	\$740.00
				\$0.00
WATER & FIRE DISTRIBUTION				
CONNECT TO EXISTING 24" WATERMAIN	1	EACH	\$2,700.00	\$2,700.00
24" X 12" TAPPING SLEEVE & VALVE	1	EACH	\$10,750.00	\$10,750.00
4" MASTER METER ASSEMBLY	1	EACH	\$22,225.00	\$22,225.00
12" DDCVA	1	EACH	\$25,175.00	\$25,175.00
4" PVC WATER MAIN (DR 18)	10	LF	\$10.20	\$102.00
12" PVC FIRE MAIN (DR 14)	50	LF	\$48.00	\$2,400.00
12" DIP WATER MAIN	60	LF	\$58.20	\$3,492.00
12" GATE VALVE ASSEMBLY	1	EACH	\$2,720.00	\$2,720.00
4" GATE VALVE ASSEMBLY	1	EACH	\$840.00	\$840.00
12" MJ BEND	5	EACH	\$590.00	\$2,950.00
4" MJ BEND	1	EACH	\$180.00	\$180.00
12" MJ TEE	1	EACH	\$940.00	\$940.00
SUBTOTAL				\$394,156.97
10% (WARRANTY BOND)				10% \$39,415.70

OPINION OF PROBABLE CONSTRUCTION COSTS Big Bend Logistics ROW Improvements					
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	NOTES
PROPOSED IMPROVEMENTS					
Big Bend Road Improvements					
1	STRIP / PREP RIGHT OF WAY	1	LS	\$13,000.00	13,000.00
2	SOD RIGHT OF WAY - BAHIA	300	SY	\$2.75	825.00
3	FINAL GRADING	1	LS	\$6,050.00	6,050.00
4	1.5" TYPE FC 12.5 FRICTION COURSE	1177	SY	\$23.70	27,894.90
5	1" TYPE SP 9.5 ASPHALT	1177	SY	\$10.75	12,652.75
6	2.5" TYPE SP 12.5 ASPHALT	1177	SY	\$27.50	32,367.50
7	OPT. BASE GROUP 12 - 12.5" LIMEROCK	1177	SY	\$27.60	32,485.20
8	12" STABILIZED SUBGRADE	1177	SY	\$14.75	17,360.75
9	TYPE "F" CURB W STABILIZATION	649	LF	\$23.95	15,543.55
10	MILL EXISTING ASPHALT 1.5"	3850	SY	\$5.72	22,022.00
11	1 1/2" TYPE SP ASPHALT	3850	SY	\$13.25	51,012.50
12	SIGNAGE & STRIPING	1	LS	\$20,388.00	20,388.00
13	5' ADA HANDICAPPED RAMP	2	EACH	\$985.00	1,970.00
14	4" CONCRETE SIDEWALK	9325	SF	\$4.40	41,030.00
15	24" CLASS III RCP STORM	157	LF	\$56.26	8,832.82
16	24" RCP MES	2	EACH	\$3,350.00	6,700.00
Forcemain					
17	CONNECT TO EXISTING 10" FORCEMAIN	1	EACH	\$2,700.00	2,700.00
18	6" X 4" TAPPING SLEEVE & VALVE	1	EACH	\$4,250.00	4,250.00
19	4" PVC FORCEMAIN (DR 18)	60	LF	\$16.05	963.00
20	4" PLUG VALVE ASSEMBLY	1	EACH	\$895.00	895.00
21	4" MJ BEND	4	EACH	\$185.00	740.00
Water & Fire Distribution					
22	CONNECT TO EXISTING 24" WATERMAIN	1	EACH	\$2,700.00	\$2,700.00
23	24" X 12" TAPPING SLEEVE & VALVE	1	EACH	\$10,750.00	\$10,750.00
24	4" MASTER METER ASSEMBLY	1	EACH	\$22,225.00	\$22,225.00
25	12" DDCVA	1	EACH	\$25,175.00	\$25,175.00
26	4" PVC WATER MAIN (DR 18)	10	LF	\$10.20	\$102.00
27	12" PVC FIRE MAIN (DR 14)	50	LF	\$48.00	\$2,400.00
28	12" DIP WATER MAIN	60	LF	\$58.20	\$3,492.00
29	12" GATE VALVE ASSEMBLY	1	EACH	\$2,720.00	\$2,720.00
30	4" GATE VALVE ASSEMBLY	1	EACH	\$840.00	\$840.00
31	12" MJ BEND	5	EACH	\$590.00	\$2,950.00
32	4" MJ BEND	1	EACH	\$180.00	\$180.00
33	12" MJ TEE	1	EACH	\$940.00	\$940.00
				SUBTOTAL	\$ 394,156.97
				TOTAL	\$ 394,156.97
				WARRANTY BOND (10%)	\$ 39,415.70

Notes:

Costs based on information provided by Ripa & Associates

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.



Digitally signed by Jason A Lewis
 DN: CN=Jason A Lewis,
 OU=A014100000016B552D1CFE00007B5A,
 O=KIMLEY-HORN AND ASSOCIATES INC,
 C=US
 Date: 2021.08.02 15:25:37-04:00