

SUBJECT: Racetrac #895 at Kings and Lumsden Off-Site **PI# 3285**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: August 25, 2022
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve Racetrac #895 at Kings and Lumsden Off-Site located in Section 34, Township 29, and Range 20. (roadway and forcemain) 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 \$40,226.70 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On October 11, 2018, Permission to construct was issued for Racetrac #895 at Kings and Lumsden 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 RaceTrac, Inc and the engineer is Sycamore engineering, Inc.

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

This Agreement made and entered into this _____ day of _____, 20 22, by and between RaceTrac, Inc., 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 RaceTrac at 699 W. Lumsden 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:

UTILITIES - OFFSITE FORECMAIN RELOCATION & ROAD WORK FOR OFFSITE TURN LANE

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 6/16/22 with RaceTrac, Inc. as Principal, and Liberty Mutual 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:

Zachary Senn
Witness Signature

Zachary Senn
Printed Name of Witness

Chad Riddle
Witness Signature

CHAD RIDDLE
Printed Name of Witness

CORPORATE SEAL
(When Appropriate)



CINDY STUART
Clerk of the Circuit Court

By: _____
Deputy Clerk

Owner/Developer:

By: Joseph Akers
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Joseph Akers
Printed Name of Signer

Chief Legal Officer
Title of Signer

200 ballena Pkwy, Ste. 900 Atlanta, GA 30339
Address of Signer

770-431-7600
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
Approved As To Form And Legal Sufficiency. 3 of 4

Representative Acknowledgement

STATE OF FLORIDA GEORGIA
COUNTY OF HILLSBOROUGH COBB

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21st day of June, 2022, by Joseph Akers as chief legal officer for RaceTrac, Inc.

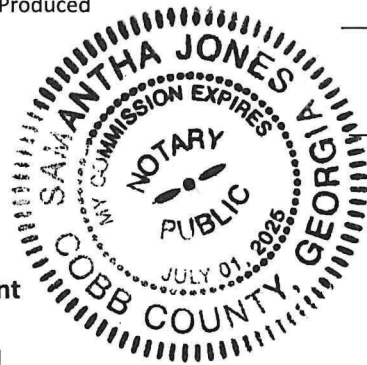
Personally Known OR Produced Identification

N/A
Type of Identification Produced

Samantha Jones
(Signature of Notary Public - State of Florida) - Georgia

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

(Notary Seal)



N/A (Commission Number) 7/1/2025 (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 _____.

Personally Known OR Produced Identification

Type of Identification Produced

(Signature of Notary Public - State of Florida)

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

(Notary Seal)

(Commission Number) _____ (Expiration Date)

SITE DEVELOPMENT WARRANTY BOND - OFF-SITE IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that we RaceTrac, Inc.
_____ called the Principal, and _____
Liberty Mutual Insurance Company _____ called the Surety, are held and firmly bound unto the

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of
Forty Thousand Two Hundred Twenty Six and 70/100 (\$ 40,226.70) 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 RaceTrac at 699 W. Lumsden Road, 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: Utilities- Offsite Forcemain relocation & Road work for Offsite Turn Lane (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.

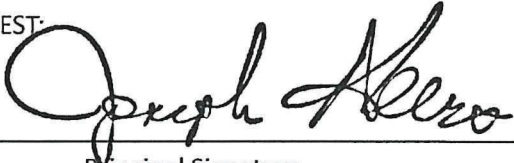
NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- 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 September 21, 2024

SIGNED, SEALED AND DATED this 16th day of June

ATTEST:



Principal Signature



RaceTrac, Inc.

Liberty Mutual Insurance Company

(Seal)

ATTEST:

see attached jurat

(Seal)

APPROVED BY THE COUNTY ATTORNEY

BY 

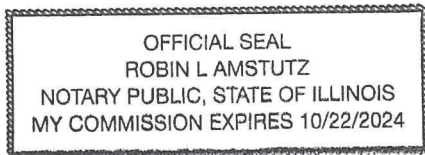
Approved As To Form And Legal Sufficiency.


STATE OF ILLINOIS

COUNTY OF COOK

On this 16 day of June, 2022 before me came **Timothy Bowen** who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the therein described and authorized ATTORNEY-IN-FACT of Liberty Mutual Insurance Company that the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal this day and year first written above.




Robin L. Amstutz Notary Public

(Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205092-969235

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Robin L. Amstutz, Timothy Bowen, Trini Garcia

all of the city of Chicago state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of June, 2022.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

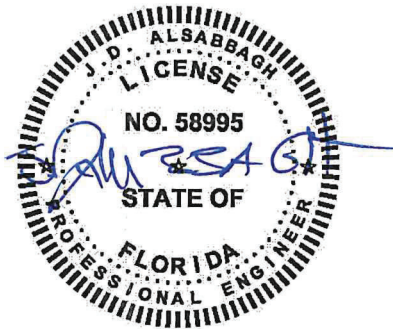
**ENGINEER OF RECORD CERTIFICATION
OF CONSTRUCTION COMPLETION**

I, J.D. Alsabbagh, P.E., hereby certify that I am associated with the firm of Sycamore Engineering Inc. Which has been retained by RaceTrac Petroleum, INC. I certify that construction of RaceTrac Market Roadway Work and Force Main lines within offsite Limits shown in the enclosed As-Built Plans for site development has been completed in substantial compliance with the Hillsborough County Land Development Code and in substantial compliance with the approved plans and specifications. I certify that these As-Builts have recorded any design deviations due to field conflicts.

Signed and sealed this 06 day of JULY, 2022.

Signature

Florida Professional Engineer No. 58995



7/6/22

Affix Seal

No County agreement, approval, or acceptance is implied by this As-Built Certification.

SYCAMORE ENGINEERING, INC.
 8370 W. Hillsborough Avenue, Suite 205
 Tampa, Florida 33615
 Ph.: (813) 889-0700
 Fax: (813) 889-0788

Date: 5/23/2022
 Project: RACETRAC STATION #898
 KINGS & LUMDSEN
 HILLSBOROUGH COUNTY, FL
 SEI Project No.: R0905

Out to Bid Opinion of Probable Cost

UTILITIES - OFFSITE FORECEMAIN

DESCRIPTION	Quantity	Unit	Unit Cost	Total Cost
16" FM RELOCATION				
04" DIP FORCEMAIN	60	LF	\$124.00	\$7,440.00
12" DIP FORCEMAIN	20	LF	\$194.00	\$3,880.00
16" DIP FORCEMAIN	460	LF	\$257.00	\$118,220.00
BELL REST	1	LS	\$14,269.00	\$14,269.00
04" MJ PLUG VALVE	2	EA	\$1,830.00	\$3,660.00
AIR RELEASE VALVE ASSEMBLY W/ VAULT	1	EA	\$16,599.00	\$16,599.00
04" MJ BENDS	3	EA	\$887.00	\$2,661.00
04" X 12" MJ LING SLEEVE	2	EA	\$987.00	\$1,974.00
12" X 16" MJ INCREASER	2	EA	\$2,444.00	\$4,888.00
16" MJ 45 BENDS	1	EA	\$3,953.00	\$3,953.00
16" X 06" MJ TEE	1	EA	\$4,038.00	\$4,038.00
CONNECT TO EXISTING 04" FM	1	EA	\$3,500.00	\$3,500.00
CONNECT TO EXISTING 16" FM	2	EA	\$9,746.00	\$19,492.00
VAC TRUCK RENTAL FOR TIE IN'S	1	LS	\$6,500.00	\$6,500.00
GROUT EXISTING 16" LINE	1	LS	\$17,565.00	\$17,565.00
12" X 10" TAP AND VALVE FOR BYPASS	2	EA	\$10,428.00	\$20,856.00
12" AND 10" FITTINGS FOR BY PASS	1	LS	\$10,373.00	\$10,373.00
12" AND 10" PIPE FOR BY PASS	1	LS	\$18,062.00	\$18,062.00
REMOVE BY PASS AND PLUG TAP VALVES	2	EA	\$965.00	\$1,930.00
16" LINE STOP	1	LS	\$14,245.00	\$14,245.00
ROAD PLATES FOR TEMP ROAD CROSSING	1	LS	\$2,875.00	\$2,875.00
SYSTEM TESTING W 16" X 2" TEST PLUGS	1	LS	\$12,200.00	\$12,200.00
STONE BEDDING	66	TN	\$3,696.00	\$3,696.00
Sub-total				\$312,876.00

ROADWORK - OFFSITE TURN LANE

BREAK CONCRETE OFF EXIST PIPE INTO DUMPSTER	1	LS	\$5,200.00	\$5,200.00
HAUL OFF CONCRETE RUBBLE FROM PIPE	5	LDS	\$250.00	\$1,250.00
SAWCUT EXISTING	540	LF	\$2.50	\$1,350.00
DEMO EXISTING BROKEN SIDEWALK 160'	800	SF	\$2.00	\$1,600.00
DEMO EXISTING TYPE F CURB	310	LF	\$5.00	\$1,550.00
EARTHWORK CUT & HAUL OFF	1	LS	\$7,800.00	\$7,800.00
GRADE FOR SIDEWALK	1	LS	\$1,800.00	\$1,800.00
FINISH GRADING	1	LS	\$2,500.00	\$2,500.00
12" LBR 40 SUBGRADE	600	SY	\$11.50	\$6,900.00
10" LIMEROCK BASE	580	SY	\$23.00	\$13,340.00
3.5" SP-C PAVING LEVEL C	580	SY	\$191.50	\$111,310.00
1.5" FC-5 FRICTION RUBBER	964	SY	\$13.00	\$12,532.00
1.5" MILL & OVERLAY	413	SY	\$26.50	\$10,944.50
ADDED 1.5" MILL & OVERLAY	213	SY	\$26.50	\$5,644.50
F CURB	420	FL	\$13.50	\$5,670.00
Sub-total				\$89,391.00

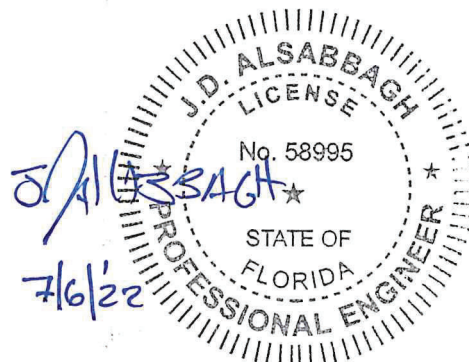
TOTAL OFF-SITE IMPROVEMENTS \$402,267.00

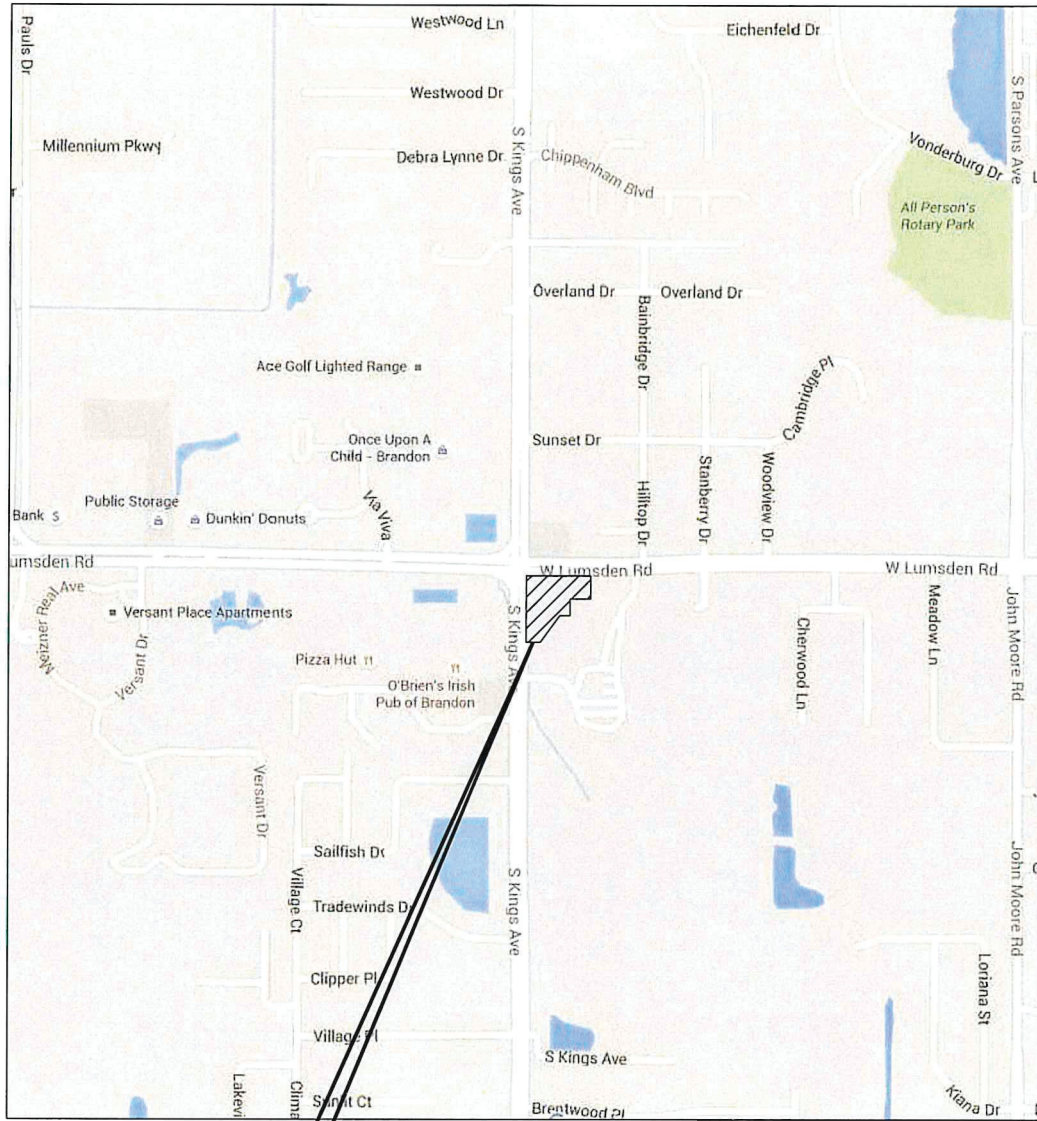
SURETY BOND CALCULATION & PERCENTAGE

SURTY BOND CALCULATIONS

County maintained Infrastructures Offsite 10%	0.10	LS	\$402,267.00	\$40,226.70
Sub-total Surety Bond				\$40,226.70

TOTAL REQUIRED SURTY BOND \$40,226.70





SUBJECT SITE

<p>SYCAMORE ENGINEERING, INC.</p>		<p>Scale: N/A</p>	<p align="center">VICINITY MAP</p>
<ul style="list-style-type: none"> • Civil Engineering • Land Planning • Construction Management • Landscape Architecture 	<p>8370 W. Hillsborough Ave., Suite 205 Tampa, FL 33615 Phone: 813.889.0700 Fax: 813.889.0788 e-mail: greatteam@sycamoreeng.com www.sycamoreeng.com</p>	<p>Date: MAR., 2016</p> <p>Job No.: R0905</p> <p>Certificate of Authorization No. 9485</p>	

Sycamore Engineering, Inc.

8370 W. Hillsborough Avenue, Suite 205, Tampa, Florida 33615, Phone: 813-889-0700, Fax: 813-889-0788, greatteam@sycamoreeng.com

Letter of Transmittal

Date: July 29, 2022

To: **Lee Ann Kennedy**
Hillsborough County Center for Development Services
601 E. Kennedy Blvd., 19th Floor
Tampa, Florida 33601

Re: **RaceTrac at Kings and Lumdsen PI 3285 – Warranty Bond**
SEC of W. Lumdsen Rd. & S. Kings Ave., Tampa, Florida, 33619
Hillsborough County, Florida, S34/T29/R20
SEI Job No. R0905

WE ARE SENDING YOU THE ATTACHED ITEM(S):

NO. OF COPIES	DESCRIPTION
1	Warranty bond-Original

THESE ITEMS ARE TRANSMITTED AS INDICATED BELOW:

For Your Use
 As Requested

For Review and Comment
 For Bids Due

REMARKS:



COPY TO:

Signed: J.D. Alsabbagh, P.E.

If enclosures are not as noted, kindly notify us at once.

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