

SUBJECT: Simmons Loop Medical Off-Site **PI# 5669**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: May 7, 2024
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve Simmons Loop Medical Off-Site located in Section 18, Township 31, and Range 20 (roadway, utilities, drainage) 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 Check in the amount of \$13,638.24 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On April 12, 2022, Permission to Construct was issued for Simmons Loop Medical Off-Site, after construction plan review was completed on October 11, 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 Check, which the County Attorney's Office has reviewed and approved. The developer is BBNV, LLC and the engineer is LevelUp Consulting, LLC.



Project Location



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

This Agreement made and entered into this _____ day of _____, 2024, by and between BBNV, 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 Simmons Loop Medical (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:

32 LF 6" Class 50 DIP WM in 16" Steel Casing, 1 cut in Tee water connection, 22 LF 4" PVC FM, 1 perpendicular Force main connection,

125 LF sidewalk, 95 LF valley curb, 1481 SF 1" Mill and resurfacing along Simmons Loop, 2 relocated Type-C inlets, 86 LF 18" RCP

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 _____ with _____ as Principal, and _____ as Surety, and
 - c. Cashier/Certified Check, number 11932141, dated 04.03.2021 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.

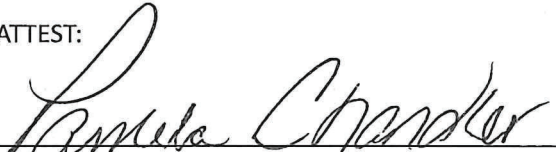
A copy of said letter of credit, warranty bond, or cashier/certified check is attached hereto and by reference made a part hereof.

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

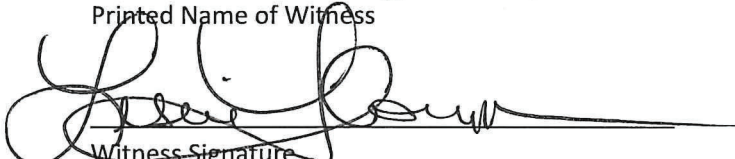
certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.

- 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:

Witness Signature


Printed Name of Witness


Witness Signature


Printed Name of Witness

Owner/Developer:
By 
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

SHYAM UTTAMCHANDANI
Printed Name of Signer

MANAGING PARTNER
Title of Signer

Address of Signer

352-256-4716
Phone Number of Signer

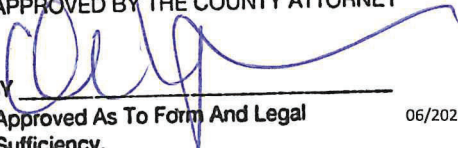
CORPORATE SEAL
(When Appropriate)

CINDY STUART
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

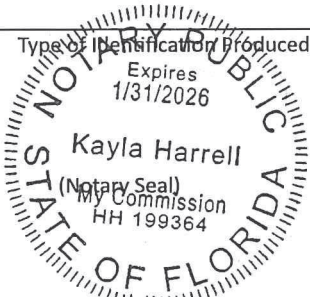
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
18 day of March, 2024, by Shyam Uttamchandani as
(day) (month) (year) (name of person acknowledging)
managing Partner for _____
(type of authority, ...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR Produced Identification

Kayla Harrell
(Signature of Notary Public - State of Florida)

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

HH199364 1/31/26
(Commission Number) (Expiration Date)



Individual Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

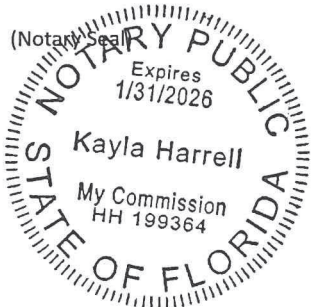
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
18 day of March, 2024, by Shyam Uttamchandani.
(day) (month) (year) (name of person acknowledging)

Personally Known OR Produced Identification

Kayla Harrell
(Signature of Notary Public - State of Florida)

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

HH199364 1/31/26
(Commission Number) (Expiration Date)





67-98/532

11932141

CASHIER'S CHECK

PAY TO THE ORDER OF HILLSBOROUGH COUNTY BOCC
MEMO: SIMMONS LOOP MEDICAL

DATE 04/03/2024

\$13,638.24

DOLLAR ONE THREE COMMA SIX THREE EIGHT PERIOD TWO FOUR DOLLARS

NOTICE TO THE CUSTOMER:
AS A CONDITION TO THIS INSTITUTION'S ISSUANCE OF THIS CHECK, PURCHASER AGREES TO PROVIDE DECLARATION OF LOSS PRIOR TO THE REFUND OR REPLACEMENT OF THIS CHECK IN THE EVENT IT IS LOST, MISPLACED, OR STOLEN. REFUNDS AND REPLACEMENTS CANNOT BE MADE FOR 90 DAYS AFTER ISSUANCE OF ORIGINAL CHECK.



AUTHORIZED SIGNATURE

REMITTER:

⑈ 11932141⑈ ⑆063114030⑆ 2200830098⑈

APPROVED BY THE COUNTY ATTORNEY
BY
Approved As To Form And Legal Sufficiency.

**Simmons Loop Medical
Warranty Bond Calculation
Summary**

Construction Costs for Offsite Improvments Summary	Total
Roadways and Pavement	\$78,882.37
Utilities	\$32,700.06
Storm Drainage	\$24,800.00
TOTAL DEVELOPMENT BUDGET	\$136,382.43

Warranty Bond Amount (10% of Total)

\$13,638.24

R. Trent Stephenson

Digitally signed by R. Trent Stephenson
DN: E=trent@levelupflorida.com, CN=R.
Trent Stephenson, O=R. Trent
Stephenson, L=Tampa, S=Florida, C=US
Date: 2024.03.20 13:54:11-04'00'

R. Trent Stephenson, P.E
Florida License #59514

**ROADWAYS AND
PAVEMENT**

	Item	Quantity	Unit	Unit Price	Total
1	1" Mill and Overlay	1,481	SF	\$ 30.23	\$ 44,763.68
2	Remove and replace existing curb	95	LF	\$ 51.24	\$ 4,867.33
3	5' Concrete sidewalk	125	LF	\$ 126.31	\$ 15,789.10
4	Striping	1	LS	\$ 3,157.19	\$ 3,157.19
5	Remove and replace existing asphalt	270	SF	\$ 35.08	\$ 9,471.57
6	Stone bedding	1	LS	\$ 833.50	\$ 833.50
				Total	\$ 78,882.37

SANITARY SEWERAGE

	Item	Quantity	Unit	Unit Price	Total
1	Force main & Water	1	LS	\$ 32,700.06	\$ 32,700.06
				Total	\$ 32,700.06

STORM DRAINAGE

	Item	Quantity	Unit	Unit Price		Total
1	18" RCP	86	LF	\$	82.00	\$ 7,052.00
2	Relocated Type C Inlets	1	LS	\$	17,748.00	\$ 17,748.00
					Total	\$ 24,800.00