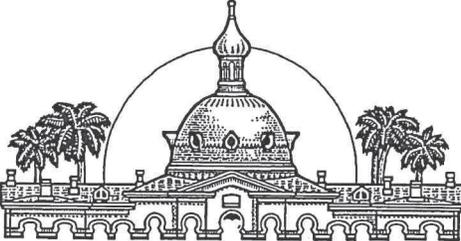


HILLSBOROUGH COUNTY
Development Review Division of Development Services Department



Hillsborough County
Florida

Dunphy Office Building Off-Site

Folio# 3150 BOARD DATE: January 9, 2024

<u>REPORT INDEX</u>	
A1	Location Map
A2	Owner / Developer Agreement
A3	Financial Security

Manager's Signature: _____

SUBJECT: Dunphy Office Building Off-Site **PI# 6086**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: January 9, 2024
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve Dunphy Office Building Off-Site located in Section 02, Township 28, and Range 17 (roadway , water, wastewater and reclaimed) 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 \$25,376.93 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On June 29, 2022, Permission to Construct Prior to Platting was issued for Dunphy Office Building Off-Site, after construction plan review was completed on June 6, 2022. 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 DR Sheldon, LLC and the engineer is Avid Group.

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

This Agreement made and entered into this day of , 20 , by and between DR Sheldon, 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 Dunphy Corp. Office (PI#6086) (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:

Water, Wastewater and Roadway improvements in accordance with the approved plans.

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 11-17-23 with DR Sheldon LLC as Principal, and Great Midwest Insurance Company 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.

← date shall 12/19/

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:

Molly Dunphy
Witness Signature

Molly Dunphy
Printed Name of Witness

J. Dunphy
Witness Signature

James Dunphy
Printed Name of Witness

Owner/Developer:

By J. Dunphy
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Jim Dunphy
Printed Name of Signer

Manager of DR Sheldon LLC
Title of Signer

13595 Sheldon Road # 200
Address of Signer Tampa FL 33626

813.283.2558
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 [Signature]
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
16th day of NOVEMBER, 2023, by JIM DUNPHY as
(day) (month) (year) (name of person acknowledging)
MANAGER for DR SHELDON 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

Brooke Serrano
(Signature of Notary Public - State of Florida)

Type of Identification Produced

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



121911 4/25/25
(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

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

(Commission Number) (Expiration Date)

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL February 9, 2026.

SIGNED, SEALED AND DATED this 19th day of December, 2023.

ATTEST:

DR Sheldon, LLC



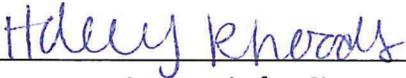
Principal Signature

Great Midwest Insurance Company



Surety Signature

ATTEST:



Attorney-in-fact Signature

Darin Ross, CEO

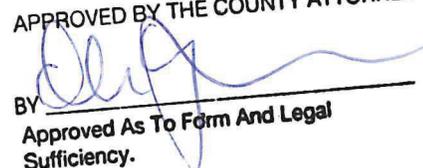
(Seal)

Edward Mooney, Attorney-in-Fact



Haley Rhoads, Attorney-in-Fact



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

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: Sarah Hancock, Edward Mooney, Annette Wisong, Joseph R. Williams, Angela D. Ramsey, Rebecca E. Howard, Tiffany Soto, Linda Adams Roberts, Haley Rhoads

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 Twenty-Five Million dollars (\$25,000,000.00), 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.

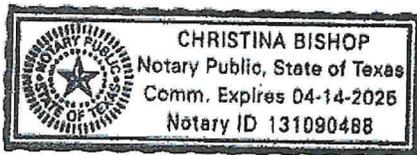


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] 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 [Signature] 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 19th Day of December, 2023.



BY [Signature] 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.



2300 CURLEW ROAD, Suite 201
PALM HARBOR, FLORIDA 34683
PHONE (727) 789-9500
FAX (727) 784-6662

[AUTH#6139 LB7345]
WWW.AVIDGROUP.COM

October 9, 2023

*SUMMARY FOR BOND PURCHASE – Owner / Developer’s Agreement For Warranty
Dunphy Corporate Office
PI # 6086
FOLIO # 003150-0000*

Offsite Water System	\$167,320.00
Offsite Wastewater	\$12,249.70
Offsite Roadway Improvements	\$74,199.60
<u>Total Amount</u>	<u>\$253,769.30</u>
Bond Amount (10% of Total)	\$25,376.93



Charles E. Potter, P.E. #84516

This item has been electronically signed and sealed by Charles Potter, P.E. on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.



AVID Group

2300 Curlew Road, Suite 201
Palm Harbor, FL 34683

<http://www.avidgroup.com>

Ph (727) 789-9500 / Fax (727) 784-6662

Dunphy Corporate Office
Hillsborough County, Florida

PI # 6086

Engineer's Opinion of Probable Construction Costs
October 9, 2023

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
<u>WATER</u>				
10" x 8" Tapping Sleeve and Valve	1	EA	\$ 8,073.60	\$ 8,073.60
6" RPDA (Fire)	1	EA	\$ 35,380.88	\$ 35,380.88
6" Tee (MJ)	3	EA	\$ 726.08	\$ 2,178.24
8" 90 Degree Bend (MJ)	3	EA	\$ 471.26	\$ 1,413.78
8" 45 Degree Bend (MJ)	4	EA	\$ 456.24	\$ 1,824.96
2" Gate Valve, Box and Marker	1	EA	\$ 909.02	\$ 909.02
6" Gate Valve, Box and Marker	2	EA	\$ 1,395.98	\$ 2,791.96
8" Gate Valve, Box and Marker	3	EA	\$ 893.82	\$ 2,681.46
1 1/2" Reduce Pressure Backflow Preventer (Domestic)	1	EA	\$ 4,997.27	\$ 4,997.27
Fire Hydrant Assembly	1	EA	\$ 6,070.11	\$ 6,070.11
20" Steel Casing for 8" DIP Water Pipe (Under Sheldon Road)	88	LF	\$ 893.82	\$ 78,656.16
8"x6" Reducer (MJ)	1	EA	\$ 416.19	\$ 416.19
8" Water Pipe (DIP)	192	LF	\$ 103.47	\$ 19,866.24
2" Water Pipe (PE)	9	LF	\$ 24.39	\$ 219.51
8"x6" Tee (MJ)	1	EA	\$ 688.04	\$ 688.04
8"x2" Tee (MJ)	1	EA	\$ 726.08	\$ 726.08
2" 90 Degree Bend (MJ)	1	EA	\$ 426.50	\$ 426.50
TOTAL:				\$ 167,320.00

NOTE:

Please be advised that the figure expressed above merely represents the engineer's opinion as to the probable construction cost. This is not a bid and no warranty as to the accuracy of this figure is either expressed or implied.

DIP=Ductile Iron Pipe PE=Polyethylene MJ=Mechanical Joint

Charles E. Potter, P.E.
License No. 84516



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Palm Harbor, FL 34683

<http://www.avidgroup.com>

Ph (727) 789-9500 / Fax (727) 784-6662

Dunphy Corporate Office

Hillsborough County, Florida

PI # 6086

Engineer's Opinion of Probable Construction Costs

October 9, 2023

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
<u>WASTEWATER</u>				
4" Plug Valve and Box	1	EA	\$ 1,115.52	\$ 1,115.52
4" PVC-C900	17	LF	\$ 34.03	\$ 578.51
4"x2" Reducer (MJ)	1	EA	\$ 630.62	\$ 630.62
6"x4" Tapping Sleeve and Valve	1	EA	\$ 9,415.07	\$ 9,415.07
4" 22.5 Degree Bend (MJ)	1	EA	\$ 509.98	\$ 509.98
TOTAL:				\$ 12,249.70

NOTE:

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MJ=Mechanical Joint

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Dunphy Corporate Office

Hillsborough County, Florida

PI # 6086

Engineer's Opinion of Probable Construction Costs

October 9, 2023

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
<u>ROADWAY</u>				
FDOT Valley Gutter	121	LF	\$ 21.53	\$ 2,605.13
FDOT Type "F" Curb	407	LF	\$ 20.05	\$ 8,160.35
12" Stabilized Subgrade	534	SY	\$ 9.99	\$ 5,334.66
Base Material Crushed Concrete - LBR-100 (8" depth)	534	SY	\$ 16.70	\$ 8,917.80
1" Asphalt FC 9.5	1,044	SY	\$ 8.94	\$ 9,333.36
3" Asphalt Type SP 12.5	444	SY	\$ 24.39	\$ 10,829.16
4" Thick Concrete Sidewalk	167	SY	\$ 60.48	\$ 10,100.16
Replace Inlet Top with FDOT Gutter Inlet Type V	1	EA	\$ 4,069.00	\$ 4,069.00
Replace Inlet Top with FDOT Type P Top and Cover	1	EA	\$ 1,943.50	\$ 1,943.50
18" RCP Storm Pipe	16	LF	\$ 296.36	\$ 4,741.76
Raised Pavement Marker	25	EA	\$ 10.56	\$ 264.00
ADA Detectable Warning Mats	2	EA	\$ 459.88	\$ 919.76
Final Grading and Sod	591	SY	\$ 4.18	\$ 2,470.38
Striping and Signage	1	LS	\$ 4,510.58	\$ 4,510.58
TOTAL:				\$ 74,199.60

NOTE:

Please be advised that the figure expressed above merely represents the engineer's opinion as to the probable construction cost. This is not a bid and no warranty as to the accuracy of this figure is either expressed or implied.

Charles E. Potter, P.E.

License No. 84516