

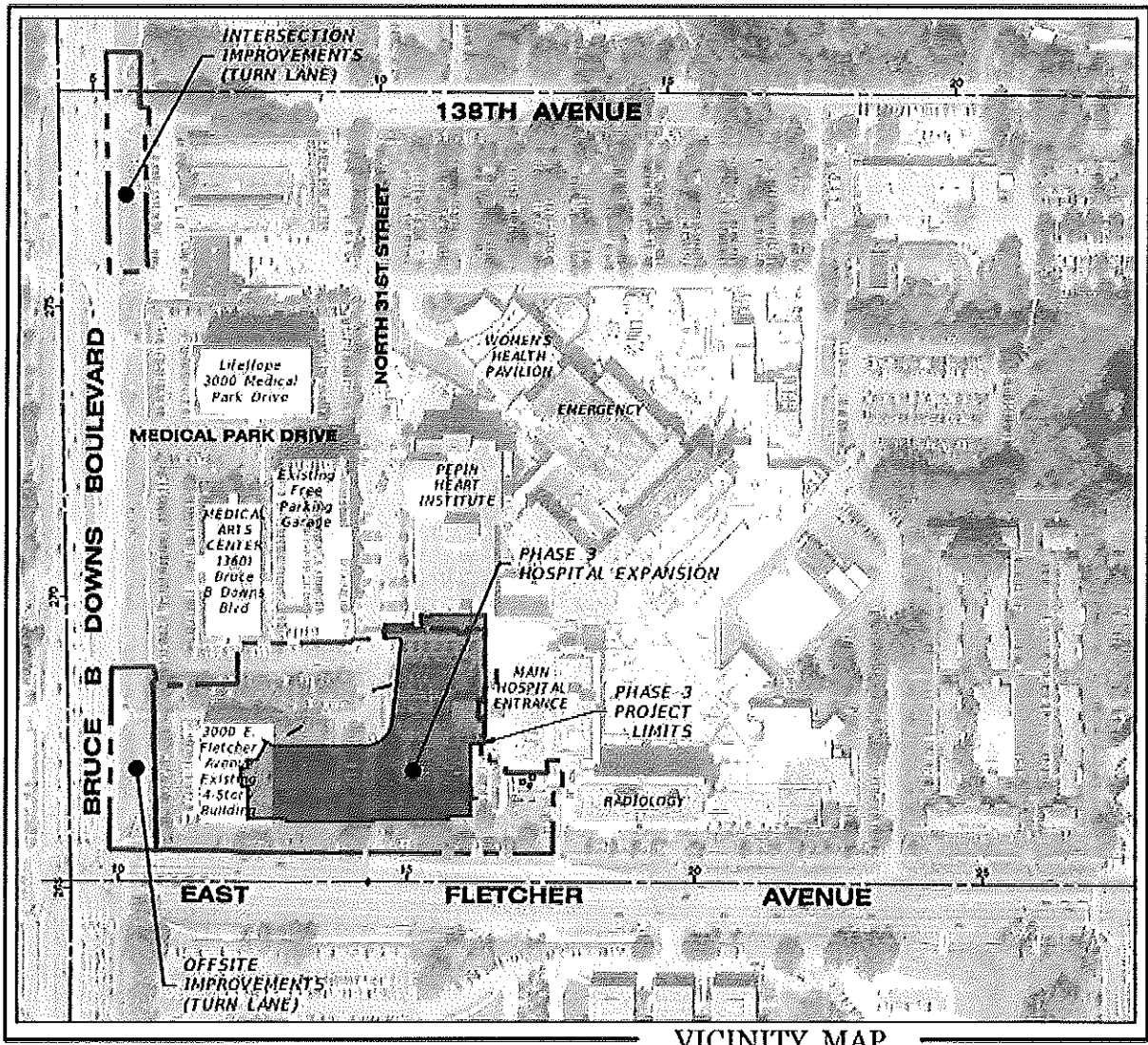
SUBJECT: Florida Hospital Phase 4 fka Phase 3 Expansion
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: November 9, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway and drainage) 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 Florida Hospital Phase 4 fka Phase 3 Expansion, located in Section 5, Township 28, 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 \$18,023.53 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On August 23, 2019, Permission to construct was issued for Florida Hospital Phase 4 fka Phase 3 Expansion. 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 University Community Hospital, Inc. and the engineer is Clearview Land Design.



VICINITY MAP
 HILLSBOROUGH COUNTY, FLORIDA
 SECTION 5, TOWNSHIP 28 SOUTH, RANGE 19 EAST

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

This Agreement made and entered into this _____ day of _____, 2021, by and between University Community Hospital, Inc. d/b/a AdventHealth Tampa 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, set forth in the Land Development Code; 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 improvement facilities in conjunction with the site development project known as Florida Hospital Phase 4 (fka PH 3 Expansion); 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 warrant the 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 improvement facilities, the Owner/Developer and the County agree as follows:

1. The terms, conditions and regulations contained in the Hillsborough County Land Development Code, Site Development Regulations, Division 3.4 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 improvement facilities, constructed in conjunction with the site development project known as Florida Hospital Phase 4 (fka PH 3 Expansion) are as follows: The offsite improvements of a turn lane for Bruce B Down Blvd. includes: Road and storm drainage construction of the right turn lane on Bruce B Downs and the south project entrance. This includes asphalt, base, stabilization, sidewalk and storm drainage, Road and storm drainage construction of the right turn lane on Bruce B Downs and 138th Street. This includes asphalt, base, stabilization, curb, sidewalk, pedestrian signalization and storm drainage, Road widening on north side of Fletcher Ave. This includes asphalt, base, stabilization, curb and sidewalk.

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 September 16, 2021, with University Community Hospital, Inc d/b/a Advent Health Tampa as Principal, and Travelers Casualty and Surety Company of America as Surety, or
- c. Cashier/Certified Check, number _____, dated _____.

A copy of said letter of credit, warranty bond, escrow agreement, 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 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 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 16th day of September, 2021.

ATTEST:

OWNER/DEVELOPER:

B. Macdonald
Witness

Denyse Bales Chubb
Authorized Corporate Officer or Individual

Jana Barry
Witness

Denyse Bales-Chubb, CEO
Name (typed, printed or stamped)

NOTARY PUBLIC

3100 E. Fletcher Avenue, Tampa, FL 33613
Address of Signer

CORPORATE SEAL
(When Appropriate)

Phone Number of Signer

ATTEST:

813-615-7203

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.

ccm
ownerdev.98 3/98

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA _____

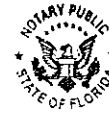
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this __16th__ day of September, 2021__, by Denyse Bales-Chubb, President and CEO of University Community Hospital, Inc. d/b/a AdventHealth Tampa, a corporation under the laws of the State of Florida on behalf of the corporation. He and/or she is personally known to me.

NOTARY PUBLIC:

Sign: *Jana L. Bearry*

Print: Jana L. Bearry



JANA L. BEARRY
Commission # GG 307684
Expires June 30, 2023
Bonded Thru Budget Notary Services

(Seal)

My Commission Expires: June 30, 2023

WARRANTY BOND

Bond No. 107469915

KNOW ALL MEN BY THESE PRESENTS, That we, University Community Hospital, Inc. d/b/a AdventHealth Tampa called the Principal and Travelers Casualty & Surety Company of America called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Eighteen Thousand Twenty Three and 53/100 (\$18,023.53) 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 Site Development Regulations, set forth in the Hillsborough County Land Development Code, 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 Principal has made the request that the Board of County Commissioners of Hillsborough County accept the off-site improvement facilities for maintenance in the approved site development known as Florida Hospital Phase 4 (fka PH 3 Expansion) ; and

WHEREAS, the aforementioned site development regulations require as a condition of acceptance of the improvement facilities that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the improvement facilities for a

definite period of time in an amount prescribed by the aforementioned site development regulations.

WHEREAS, the Principal, pursuant to the terms of the aforementioned site development regulations has entered into an "Owner/Developer's Agreement for Warranty of the Required Improvements", the terms of which agreement require the Principal to submit an instrument warranting the improvement facilities.

WHEREAS, the terms of said Owner/Developer's 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 improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved site development known as Florida Hospital Phase 4 (fka PH 3 Expansion), 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 improvement facilities so that said improvement facilities 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's 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 December 09, 2023.

SIGNED, SEALED AND DATED this 16th day of

September, 20 21.

ATTEST:

Bmacabado

University Community Hospital Inc dba AdventHealth Tampa

Danyse Bales Chubb
PRINCIPAL (SEAL)

Travelers Casualty and Surety Company of America

SURETY (SEAL)

ATTEST:

Camille M Cruz
Camille M Cruz

Ana W Oliveras
ATTORNEY-IN-FACT (SEAL)
Ana W Oliveras

APPROVED BY THE COUNTY ATTORNEY

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



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Ana W. Oliveras of Palm Beach, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16th day of September, 2021.



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

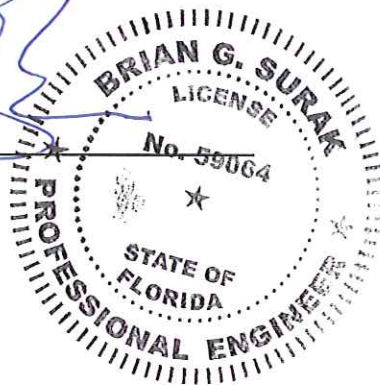
Summary for Warranty Bond

Florida Hospital Phase 3 Expansion Project Folio No. 34959.000

| | | |
|----------------------------|------|-------------------|
| IB- Road Construction | \$ | 150,775.30 |
| IC - Storm Drainage | \$ | 29,460.00 |
| Total | \$ | <u>180,235.30</u> |
| Bond amount (10% of Total) | = \$ | 18,023.53 |



Brian G. Surak, P.E. No. 59064
Clearview Land Design, P.L.
9/3/2021



ENGINEER'S ESTIMATE

PROJECT: Florida Hospital Expansion Project

Schedule: IB Road Construction

Complete Improvements

| Unit | QTY | Description | Unit Price | Total Amount |
|------|------|--|-------------|--------------|
| SY | 1172 | Type SP Structural Course (Traffic C) 3" | \$ 15.00 | \$ 17,580.00 |
| SY | 1172 | Optional Base Group 9 | \$ 12.00 | \$ 14,064.00 |
| SY | 207 | Optional Base Group 4 | \$ 10.00 | \$ 2,070.00 |
| SY | 2071 | Friction Course FC-9.5 (Traffic C) 1" | \$ 10.00 | \$ 20,710.00 |
| SY | 1378 | 6" Crushed Concrete (LBR 150) | \$ 11.00 | \$ 15,158.00 |
| LF | 331 | Type "F" Curb and Gutter | \$ 16.00 | \$ 5,296.00 |
| SF | 6878 | Concrete Sidewalk | \$ 4.00 | \$ 27,512.00 |
| EA | 11 | ADA Handicap Ramps w/ Mats | \$ 1,000.00 | \$ 11,000.00 |
| LS | 1 | Signing and Pavement Marking | \$ 5,000.00 | \$ 5,000.00 |
| LF | 83 | Conduit (F&I)(Open Trench) | \$ 9.66 | \$ 801.78 |
| LF | 262 | Conduit (F&I)(Directional Bore) | \$ 26.08 | \$ 6,832.96 |
| EA | 1 | Signal Cable | \$ 6,353.96 | \$ 6,353.96 |
| EA | 3 | Pull & Splice Box (F&I)(13"x24"x18") | \$ 784.01 | \$ 2,352.03 |
| EA | 4 | Pull & Splice Box (F&I)(17"x30"x18") | \$ 1,000.00 | \$ 4,000.00 |
| EA | 2 | Aluminum Signals Pole (F&I)(Pedestal) | \$ 1,840.30 | \$ 3,680.60 |
| EA | 2 | Pedestrian Signal | \$ 668.07 | \$ 1,336.14 |
| AS | 2 | Loop Assembly Type A | \$ 903.25 | \$ 1,806.50 |
| AS | 3 | Loop Assembly Type B | \$ 873.59 | \$ 2,620.77 |
| EA | 2 | Pedestrian Detector | \$ 324.88 | \$ 649.76 |
| AS | 1 | Traffic Controller Assembly | \$ 1,950.80 | \$ 1,950.80 |

Subtotal Complete Improvements = \$ 150,775.30

SUBTOTAL SCHEDULE IB

\$ 150,775.30

ENGINEER'S ESTIMATE

PROJECT: Florida Hospital Expansion Project

Schedule: IC Storm Drainage

Complete Improvements

| Unit | QTY | Description | Unit Price | Total Amount |
|-------------------------------------|-----|--------------------------|-------------|--------------|
| EA | 2 | Connect to Existing Pipe | \$ 500.00 | \$ 1,000.00 |
| LF | 120 | 14"x23" RCP | \$ 55.00 | \$ 6,600.00 |
| LF | 198 | 19"x30" RCP | \$ 70.00 | \$ 13,860.00 |
| EA | 2 | 14"x23" MES | \$ 2,100.00 | \$ 4,200.00 |
| EA | 2 | Type E DBI | \$ 2,400.00 | \$ 4,800.00 |
| | | | | \$ - |
| Subtotal Complete Improvements = \$ | | | | 29,460.00 |

SUBTOTAL SCHEDULE IC \$ **29,460.00**