

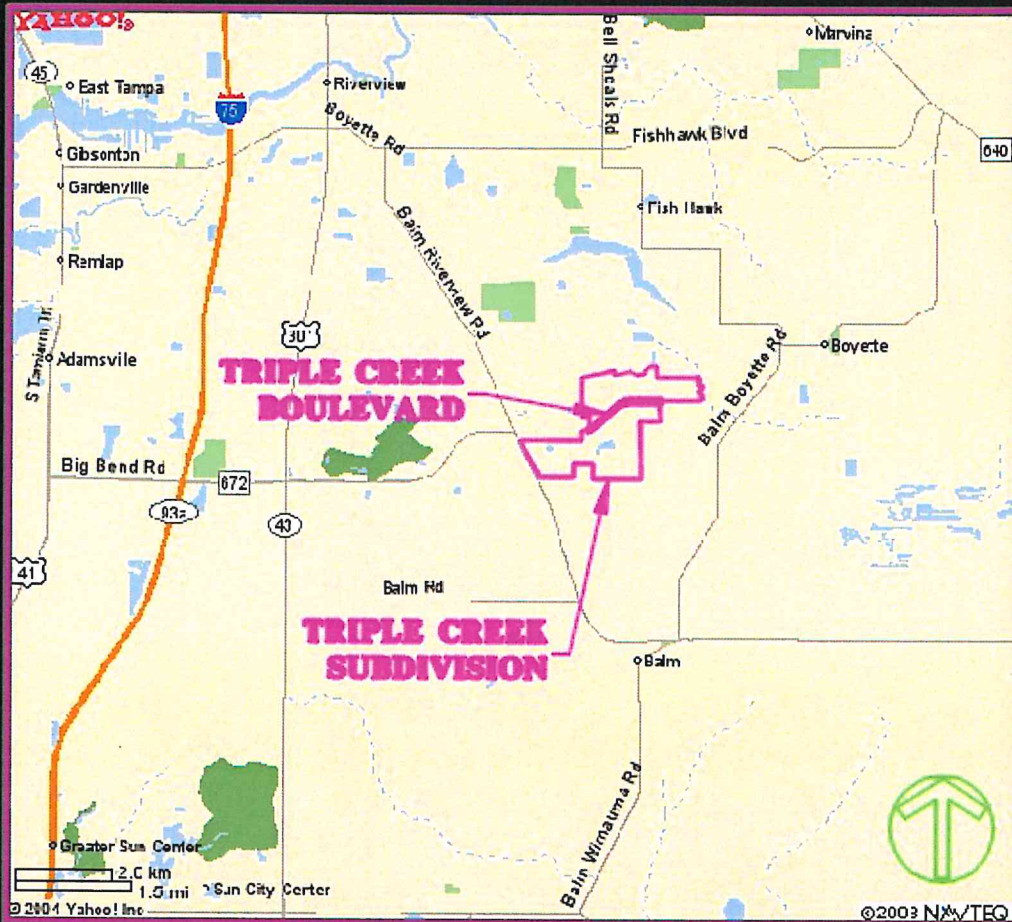
SUBJECT: Triple Creek Blvd Extension Section 2 Ph 1 & 2
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: June 7, 2022
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway, drainage, wall, sidewalks and forcemain) 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 Triple Creek Blvd Extension Section 2 Ph 1 & 2 located in Section 12, Township 31, and Range 20. 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 \$20,660.00 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On August 2, 2019, Permission to construct was issued for Triple Creek Blvd Extension Section 2 Ph 1 & 2. 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 Bond, which the County Attorney's Office has reviewed and approved. The developer is TC Venture 1, LLC and the engineer is Halff Associates, Inc.



SECTION 1&12 TOWNSHIP 31S RANGE 20E

LOCATION MAP

NTS

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between TC Venture 1, 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 Triple Creek Blvd - Section 2 (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:
Roadway, Drainage, Walls, Sidewalk, Forcemain

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 4/8/22 with TC Venture 1, LLC as Principal, and Lexon Insurance as Surety, and LICX1214318
 - 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.

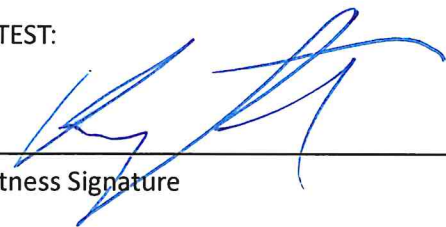
4. In the event the Owner/Developer shall fail or neglect to fulfill its obligations under this Agreement and as required by the Site Development Regulations, the Owner/Developer shall be liable to pay for the cost of reconstruction of defective off-site improvement facilities to the final total cost, 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:



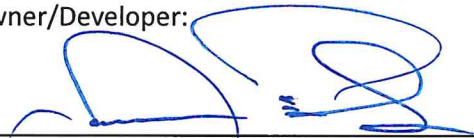
 Witness Signature

Kyle L. Thornton
 Printed Name of Witness



 Witness Signature

Spencer Anderson
 Printed Name of Witness

Owner/Developer:

 By _____
 Authorized Corporate Officer or Individual
 (Sign before Notary Public and 2 Witnesses)

JAMES P. MCGOWAN
 Printed Name of Signer

Vice President
 Title of Signer

7807 Baymeadow Jacksonville, FL
 Address of Signer

239-340-6750
 Phone Number of Signer

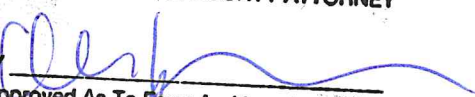
CORPORATE SEAL
(When Appropriate)

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. 3 of 4

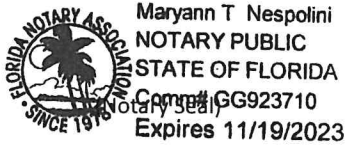
Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of April, 2022, by James P. McGowan as Vice President for _____
(day) (month) (year) (name of person acknowledging) (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

Type of Identification Produced



Maryann T Nespolini
(Signature of Notary Public - State of Florida)

Maryann T. Nespolini
(Print, Type, or Stamp Commissioned Name of Notary Public)

GG923710 11/19/23
(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 19th day of April, 2022, by James P. McGowan
(day) (month) (year) (name of person acknowledging)

Personally Known OR Produced Identification

Type of Identification Produced



Maryann T Nespolini
(Signature of Notary Public - State of Florida)

Maryann T. Nespolini
(Print, Type, or Stamp Commissioned Name of Notary Public)

GG923710 11/19/23
(Commission Number) (Expiration Date)

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL July 30, 2024


SIGNED, SEALED AND DATED this 8th day of April, 2022.

ATTEST: TC Venture 1, LLC



Principal Signature

Lexon Insurance Company



(Seal)

Theresa Pickerrell, Attorney-in-Fact

(Seal)



Surety Signature

ATTEST:



Attorney-in-fact Signature

Susan Ritter, Bond Assistant

(Seal)

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal Sufficiency.



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickkerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT** ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 8th day of April, 2022.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

TRIPLE CREEK BLVD EXT SECTION 2 PHASE 1 & 2

Hillsborough County, FL
WARRANTY BOND - OPC

MARCH 25, 2022

PHASE 1

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	<u>ROADWAY</u>				
1.01	Modular Block Retaining Wall (0-18 LF HT)	1	LS	\$ 134,467.42	\$134,467.42
1.02	Aluminum Handrail - 42"	386	LF	\$ 99.36	\$38,352.96
1.03	1" Asphalt Type FC-9.5 -Overlay	246	SY	\$ 12.50	\$3,075.00
1.04	1" Asphalt Type FC-9.5 -Collector Rd	8,441	SY	\$ 9.70	\$81,877.70
1.05	2" Asphalt Type SP-12.5 -Collector Rd	8,441	SY	\$ 12.50	\$105,512.50
1.06	8" Crushed Concrete (LBR 150) -Collector Rd	8,441	SY	\$ 16.50	\$139,276.50
1.07	12" Stabilized Subgrade (LBR 40) -Collector Rd	8,441	SY	\$ 5.61	\$47,354.01
1.08	1-3/4" Asphalt, Type SP-12.5 -Residential Rd	37	SY	\$ 18.94	\$700.78
1.09	6" FDOT Limerock (LBR 100) -Residential Rd	37	SY	\$ 13.02	\$481.74
1.10	6" Stabilized Subgrade (LBR 40) -Residential Rd	37	SY	\$ 4.87	\$180.19
1.11	Brick Pavers	2,210	SF	\$ 9.85	\$21,768.50
1.12	6" Crushed Concrete (LBR 150)	246	SY	\$ 13.51	\$3,323.46
1.13	12" Stabilized Subgrade (LBR 40)	246	SY	\$ 7.69	\$1,891.74
1.14	Type "D" Curb -Hand Formed	489	LF	\$ 18.27	\$8,934.03
1.15	Type "E" Curb and Gutter -Hand Formed	492	LF	\$ 21.78	\$10,715.76
1.16	Type "F" Curb and Gutter	3,985	LF	\$ 12.89	\$51,366.65
1.17	Type "F" Curb -Hand Formed	99	LF	\$ 19.48	\$1,928.52
1.18	Type "RA" Curb and Gutter - Hand Formed	250	LF	\$ 24.52	\$6,130.00
1.19	Drop Curb -Hand Formed	225	LF	\$ 24.10	\$5,422.50
1.20	12" Stabilized Subgrade Under Curb (LBR 40)	5,672	LF	\$ 2.78	\$15,768.16
1.21	6" Sidewalk (Reinforced)	31,905	SF	\$ 4.83	\$154,101.15
1.22	ADA Ramps	22	EA	\$ 1,424.73	\$31,344.06
1.23	Dead End Barricade -Install	1	EA	\$ 465.75	\$465.75
1.24	Signage and Pavement Marking	1	LS	\$ 36,850.14	\$36,850.14
	PH1 ROADWAY SUBTOTAL				\$901,289.22
2.00	<u>STORM DRAINAGE SYSTEM</u>				
2.01	15" Class III RCP	141	LF	\$ 32.29	\$4,552.89
2.02	18" Class III RCP	48	LF	\$ 39.83	\$1,911.84
2.03	24" Class III RCP	1,248	LF	\$ 53.62	\$66,917.76
2.04	36" Class III RCP	81	LF	\$ 94.33	\$7,640.73
2.05	48" Class III RCP	315	LF	\$ 140.85	\$44,367.75
2.06	24" RCP-ERCP FES	1	EA	\$ 1,864.62	\$1,864.62
2.07	42" Brick Plug	1	EA	\$ 745.00	\$745.00
2.08	FDOT Type "4" Curb Inlet	8	EA	\$ 3,820.84	\$30,566.72
2.09	FDOT Type "4" Curb Inlet with J Bottom	3	EA	\$ 5,159.42	\$15,478.26
2.10	Type "J" Manhole	1	EA	\$ 13,275.09	\$13,275.09
2.11	Weir Wall Control Structure w/ F-G Skimmer (48")	1	EA	\$ 37,019.93	\$37,019.93
	PH1 STORM DRAINAGE SYSTEM SUBTOTAL				\$224,340.59
3.00	<u>FORCE MAIN</u>				
3.01	16" x 12" Tapping Sleeve and Valve	2	EA	\$ 9,013.74	\$18,027.48
3.02	12" Wet Tap	2	EA	\$ 1,732.64	\$3,465.28
3.03	12" C52 DR P-401 DIP	40	LF	\$ 138.04	\$5,521.60
3.04	12" Plug Valve and Box	2	EA	\$ 3,858.96	\$7,717.92
3.05	12" 45° MJ Bend	4	EA	\$ 1,124.81	\$4,499.24
3.06	12" MJ Cap	2	EA	\$ 628.93	\$1,257.86
	PH1 STORM DRAINAGE SYSTEM SUBTOTAL				\$40,489.38

TRIPLE CREEK BLVD EXT SECTION 2 PHASE 1 & 2

Hillsborough County, FL
WARRANTY BOND - OPC

MARCH 25, 2022

PHASE 2

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
4.00	<u>ROADWAY</u>				
4.01	1" ASPHALT, TYPE FC-9.5 -Collector Rd	4,703	SY	\$ 9.70	\$45,619.10
4.02	2" ASPHALT, TYPE SP-12.5 -Collector Rd	4,703	SY	\$ 12.50	\$58,787.50
4.03	8" CRUSHED CONCRETE (LBR150) -Collector Rd	4,703	SY	\$ 16.50	\$77,599.50
4.04	12" STABILIZED SUBGRADE (LBR40) -Collector Rd	4,703	SY	\$ 5.61	\$26,383.83
4.05	1-3/4" ASPHALT, TYPE SP-12.5	55	SY	\$ 18.94	\$1,041.70
4.06	6" FDOT LIMEROCK (LBR100)	55	SY	\$ 10.71	\$589.05
4.07	6" STABILIZED SUBGRADE (LBR40)	55	SY	\$ 4.87	\$267.85
4.08	TYPE "D" CURB - HAND FORMED	51	LF	\$ 18.27	\$931.77
4.09	TYPE "F" CURG & GUTTER	2,084	LF	\$ 12.89	\$26,862.76
4.10	DROP CURB - HAND FORMED	38	LF	\$ 24.10	\$915.80
4.11	TRANSITION - HAND FORMED	24	LF	\$ 24.10	\$578.40
4.12	12" STABILIZED SUBGRADE UNDER CURB (LBR40)	2,197	LF	\$ 2.78	\$6,107.66
4.13	6" SIDEWALK (REINFORCED)	14,324	SF	\$ 4.83	\$69,184.92
4.14	ADA RAMPS	4	EA	\$ 1,345.69	\$5,382.76
4.15	SCHOOL SIGNS - MARKING AND SCHOOL ZONES	1	LS	\$ 3,750.00	\$3,750.00
4.16	SCHOOL SIGNS - FLASHING BEACONS (RTC)	2	EA	\$ 19,040.00	\$38,080.00
4.17	SIGNAGE AND PAVEMENT MARKING	1	LS	\$ 20,567.52	\$20,567.52
	PH2 ROADWAY SUBTOTAL				\$382,650.12
5.00	<u>STORM DRAINAGE SYSTEM</u>				
5.01	15" Class III RCP	105	LF	\$ 32.29	\$3,390.45
5.02	18" Class III RCP	48	LF	\$ 39.83	\$1,911.84
5.03	42" Class III RCP	996	LF	\$ 113.69	\$113,235.24
5.04	48" Class III RCP	98	LF	\$ 140.85	\$13,803.30
5.05	48" X 76" CLASS III ERCP(TRIPLE RUN OF 67')	201	LF	\$ 372.06	\$74,784.06
5.06	48" X 76" CLASS III ERCP(QUADRUPLE RUN OF 64')	256	LF	\$ 372.06	\$95,247.36
5.07	48" ERCP HEADWALL	2	EA	\$ 7,702.92	\$15,405.84
5.08	TRIPLE - 48" X 76" ERCP HEADWALL	2	EA	\$ 16,407.45	\$32,814.90
5.09	QUADRUPLE - 48" X 76" ERCP HEADWALL	2	EA	\$ 19,789.96	\$39,579.92
5.10	42" Brick Plug	1	EA	\$ 745.83	\$745.83
5.11	FDOT Type "4" Curb Inlet	1	EA	\$ 3,800.38	\$3,800.38
5.12	FDOT Type "4" Curb Inlet with J Bottom	4	EA	\$ 5,958.29	\$23,833.16
5.13	Type "J" Manhole	1	EA	\$ 4,703.37	\$4,703.37
5.14	RIP-RAP (4 LOCATIONS)	593	SY	\$ 92.04	\$54,579.72
	PH2 STORM DRAINAGE SYSTEM SUBTOTAL				\$477,835.37
Grand Total					\$2,026,604.68
WARRANTY BOND				10%	\$202,660



2022/03/25

KYLE L. THORNTON, PE #60279

This item has been digitally signed and sealed by Kyle L. Thornton, P.E. on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.