

SUBJECT: Fowler Avenue Apartments Off-Site **PI# 5493**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: September 13, 2022
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve Fowler Avenue Apartments Off-Site located in Section 07, Township 28, and Range 20 (roadway) 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 \$74,321.48 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

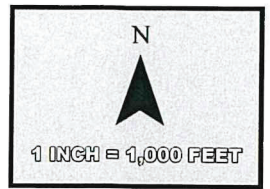
BACKGROUND:

On February 2, 2021, Permission to construct was issued for Fowler Avenue Apartments 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 Fowler Residences, LLC and the engineer is LevelUp Consulting, LLC.



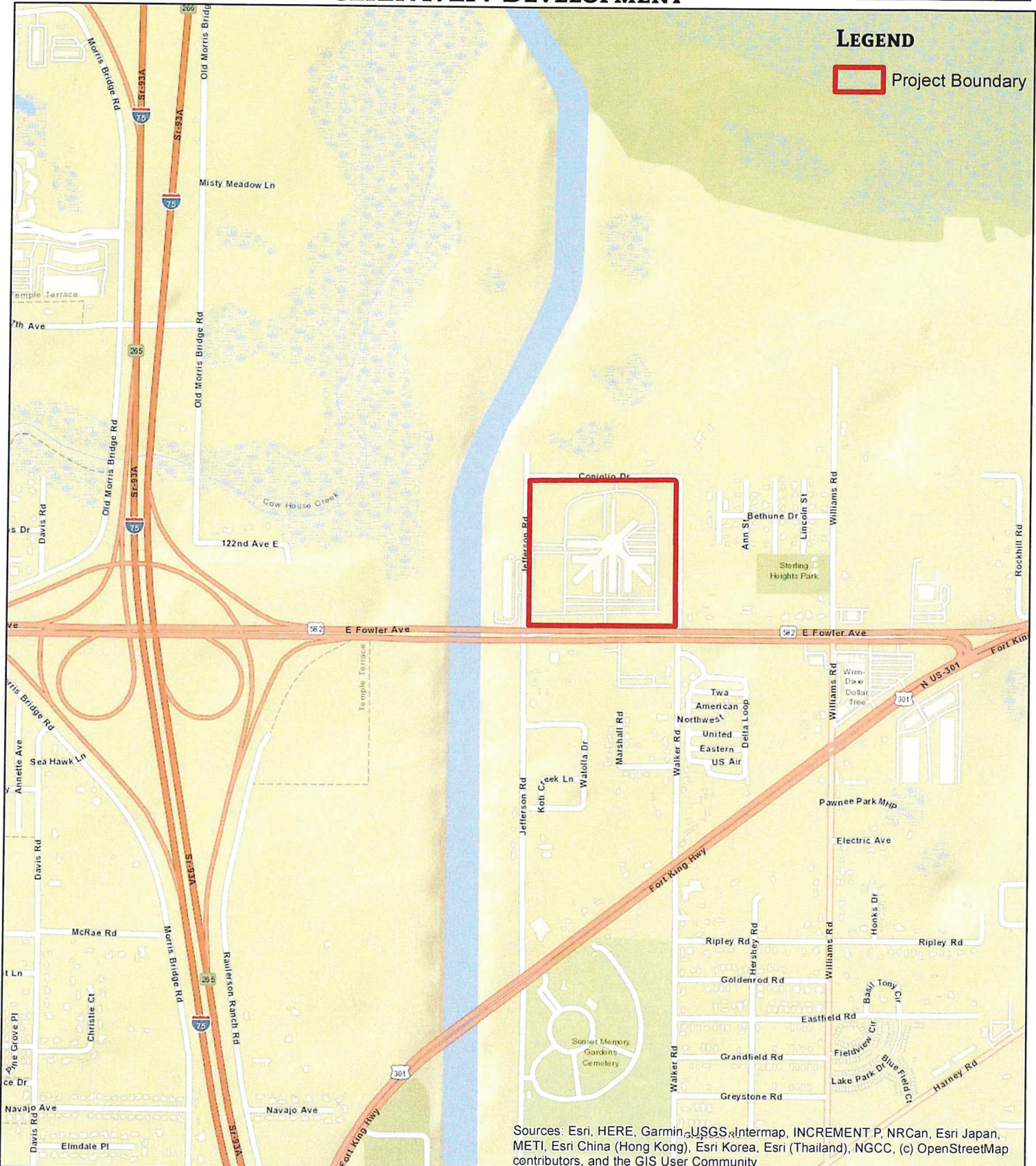
FOWLER AVENUE APARTMENTS PROJECT LOCATION MAP

CLIENT: LIV DEVELOPMENT



LEGEND

Project Boundary



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

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

This Agreement made and entered into this _____ day of _____, 20²², by and between Fowler Residences, 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 Site Development Construction, Project ID #5493 (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:

Fowler Avenue Offsite Roadway Improvements, HC-ROW-21-0001321E

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 07/19/2022 with Fowler Residences, LLC as Principal, and Endurance Assurance Corporation 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:

Keith Winkle
Witness Signature

Keith Winkle
Printed Name of Witness

[Signature]
Witness Signature

Jason Bailey
Printed Name of Witness

Owner/Developer:

By: [Signature]
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Robert B. Crumpton, III
Printed Name of Signer

Manager
Title of Signer

2204 Lakeshore Drive, Suite 450, Birmingham, AL 35209
Address of Signer

205-484-2841
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.

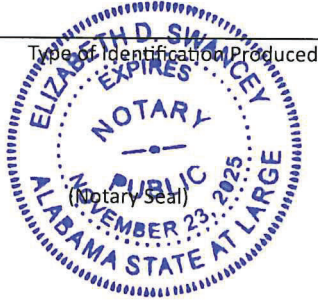
Representative Acknowledgement

STATE OF FLORIDA ALABAMA
COUNTY OF HILLSBOROUGH JEFFERSON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of July, 2022, by Robert B. Crumpton, III as manager for Fowler Residences, LLC

Personally Known OR Produced Identification

Elizabeth D. Swancey
(Signature of Notary Public - State of Florida) Alabama



Elizabeth D. Swancey
(Print, Type, or Stamp Commissioned Name of Notary Public)

11/23/2025
(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 _____

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)

SITE DEVELOPMENT WARRANTY BOND - OFF-SITE IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that we Fowler Residences, LLC

_____ called the Principal, and _____
Endurance Assurance Corporation _____ called the Surety, are held and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of
Seventy Four Thousand Three Hundred Twenty One and 48/100 (\$ 74,321.48) 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 Site Development Construction, Project ID #5493, 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: Fowler Avenue Offsite Roadway Improvement, HC-ROW-21-0001321E (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;

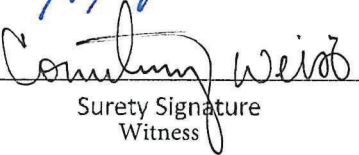
THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL July 14, 2024.

SIGNED, SEALED AND DATED this 14th day of July, 2022.

ATTEST:


Principal Signature

Fowler Residences, LLC
(Seal)



Surety Signature
Witness

Endurance Assurance Corporation
(Seal)

ATTEST:


Attorney-in-fact Signature

Mark W. Edwards, II, Attorney-in-Fact
(Seal)

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



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: Mark W. Edwards, II, Jeffrey M. Wilson, William M. Smith, Richard H. Mitchell, Robert R. Freel, Anna Childress, Alisa B. Ferris 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 DOLLARDS (\$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 Appel, SVP & Senior Counsel

Endurance American Insurance Company
By: Richard Appel, SVP & Senior Counsel

Lexon Insurance Company
By: Richard Appel, SVP & Senior Counsel

Bond Safeguard Insurance Company
By: 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, Notary Public



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 14th day of July, 2022.

By: 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.

RIDER

Attached to and forming part of Bond # **EACX4024834**
on behalf of **Fowler Residences, LLC**
in favor of **Board of County Commissioners of**
Hillsborough County, Florida

It is understood and agreed that effective July 14, 2014


The completion date shall be October 13, 2024

All other conditions and terms remain as originally written.

Signed, Sealed, and Dated July 22, 2022

Endurance Assurance Corporation

By:



Mark W. Edwards, II, Attorney-in-Fact

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: **Mark W. Edwards, II, Jeffrey M. Wilson, William M. Smith, Richard H. Mitchell, Robert R. Freel, Anna Childress, Alisa B. Ferris** 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 DOLLARDS (\$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.

<p>Endurance Assurance Corporation</p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel; SVP & Senior Counsel</p> 	<p>Endurance American Insurance Company</p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel; SVP & Senior Counsel</p> 	<p>Lexon Insurance Company</p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel; SVP & Senior Counsel</p> 	<p>Bond Safeguard Insurance Company</p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel; SVP & Senior Counsel</p> 
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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 22nd day of July, 2022.

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

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

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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.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

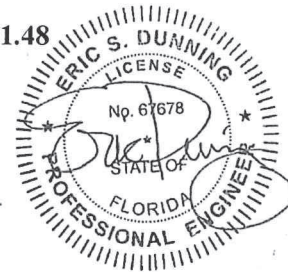
Fowler Avenue Off-Site Improvements
Jefferson and Walker Road
Warranty Bond Calculation
Construction costs for the streets and drainage

SUMMARY

Paving and Grading	\$573,784.80
Stormwater	\$169,430.00
Total	\$743,214.80

Warranty Bond Amount (10% of total)

\$74,321.48



Eric S. Dunning
Florida License #67678

PAVING AND GRADING

Vendor/Pricing	Item	Quantity	Unit	Unit Price	Total
1	Curb - FDOT Type "F" (1 Hand)	928	LF	\$32.00	\$29,696.00
2	Sidewalk - (4" Thick)(3000 PSI, No Reinforcement)	19310	SF	\$5.80	\$111,998.00
3	Paved Shoulder (Crushed Concrete Base Course 04", Asphalt Pavement - FC 12.5 1.5")(Walker & Jefferson Road)	71	SY	\$32.00	\$2,272.00
4	Handicap Ramp	7	EACH	\$1,050.00	\$7,350.00
5	Saw-Cut & Match Existing Pavement	824	LF	\$2.80	\$2,307.20
	Crushed Concrete Base Course - 12" (Optional Base Group 9, Asphalt Widening)(Crushed Concrete 12" To Be Done In Place Of 10" Crushed With Stabilized)	2977	SY	\$35.00	\$104,195.00
6					
7	Asphalt Widening (2 Lifts Of 1.25" SP 12.5)(Walker & Jefferson Road)	2117	SY	\$21.00	\$44,457.00
8	Asphalt Widening (1 Lift Of 1.5" FC-12.5)(Walker & Jefferson Road)	2117	SY	\$12.00	\$25,404.00
9	Asphalt Milling 1.5"	5712	SY	\$2.30	\$13,137.60
10	Asphalt Overlay 1.5" (FC 12.5)(Walker & Jefferson Road)	4254	SY	\$12.00	\$51,048.00
11	Signage & Striping	1	LS	\$45,480.00	\$45,480.00
12	Silt Fence	4000	LF	\$3.60	\$45,480.00
13	Re-Sod Disturbed Areas	7500	SY	\$5.00	\$45,480.00
14	Maintenance of Traffic	1	LS	\$25,000.00	\$45,480.00
				Total	\$ 573,784.80

STORMWATER

Vendor/Pricing	Item	Quantity	Unit	Unit Price	Total
1	Connect To Existing Structures (DHS/ST-32 Onsite)(No Coring Of Manholes)	3	EACH	\$2,240.00	\$ 6,720.00
2	RCP - 18"	617	LF	\$110.00	\$ 67,870.00
3	RCP - 24"	197	LF	\$130.00	\$ 25,610.00
4	RCP - 30"	172	LF	\$190.00	\$ 32,680.00
5	Grate Inlet - Type "C"	3	EACH	\$3,250.00	\$ 9,750.00
6	Gutter Inlet - Curb Inlet Type 5	4	EACH	\$4,000.00	\$ 16,000.00
7	Curb Inlet - Type 6/Type S	2	EACH	\$5,400.00	\$ 10,800.00
				Total	\$ 169,430.00

CONTRACTOR AFFIDAVIT

I/We as contractor for the construction of the improvement facilities
Big Top - Fowler Ave. for LandSouth Construction LLC, having been
first duly sworn, depose and say: That all the material used in the construction of the
facilities meet the requirements of the Hillsborough County Water and Wastewater
Technical Manual Specifications, the Highway and Bridge Technical Manual, and the
Florida Department of Transportation Standard Specifications for Road and Bridge
Construction, latest edition.

By: [Signature]
(signature)

Print name and title Tim Smith
Vice President

Company: Dallas 1 Construction & Development

Address: 10328 Main St., Thonotosassa, FL 33592

The foregoing instrument was acknowledged before me this 20th day of July,
by Tim Smith. He and/or she is personally known to me or has
produced N/A as identification and did (did not) take
oath.

NOTARY PUBLIC:

Sign: [Signature] (seal)

Print: Shirley H. Wiley

Title or Rank: Assist. Vice Pres/Contracts Admin

Serial Number, if any: GG 321783

My Commission Expires: Aug, 9, 2023



SHIRLEY H. WILEY
Commission # GG 321783
Expires August 9, 2023
Bonded Thru Budget Notary Services