

SUBJECT: Thonotosassa Water Main Extension
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: January 12, 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 (water main) 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 Thonotosassa Water Main Extension, located in Section 9, Township 28, 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 Check in the amount of \$1,122.28 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On February 14, 2020, Permission to construct was issued for Thonotosassa Water Main Extension. 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 Check, which the County Attorney's Office has reviewed and approved. The developer is Leidos, Inc and the engineer is Landmark Engineering & Surveying Corporation.

[illegible]

NOT TO SCALE



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

This Agreement made and entered into this 19th day of November, 2020, by and between Leidos, Inc., 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 **Thonotosassa Watermain Extension**; 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,

constructed in conjunction with the site development project known as **Thonotosassa Watermain Extension** are as follows: off-site watermain extension.

3. The Owner/Developer agrees to, and in accordance with the requirements of the Site Development Regulations, does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2 above, specifically identified as:
 - a. Letter of Credit, number ____, dated ____, with ____ by order of ____, or
 - b. A Warranty Bond, dated ____, with ____ as Principal, and ____ as Surety, or
 - c. Cashier/Certified Check, number 145232, dated 11/17/2020, which shall 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 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 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 these presents, this 19th day of November, 2020.

ATTEST:

Juanne Herset
Witness

Tiffany S.
Witness

OWNER/DEVELOPER:

[Signature]
Authorized Corporate Officer or Individual

Dalton Stupack
Name (typed, printed or stamped)

NOTARY PUBLIC

P.O. Box 7534, Kalispell, MT 59904
Address of Signer

CORPORATE SEAL
(When Appropriate)

406-250-2228

Phone Number of Signer

ATTEST:

PAT FRANK, Clerk of
the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk
Owners Developers Warranty Agreement 050107.doc

By: _____
Chair

APPROVED BY COUNTY ATTORNEY
[Signature]
Approved as to Form and Legal Sufficiency

CORPORATE ACKNOWLEDGMENT:

STATE OF Montana

COUNTY OF Flathead

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization this 19th day of November, 2020, by Dalton Stupack, Contract Manager of Leidos, Inc., a limited liability corporation under the laws of the state of Delaware on behalf of the corporation. They are personally known to me or has produced MT DL exp 12-28-2025 as identification and did take an oath.

NOTARY PUBLIC:

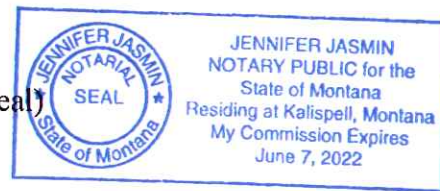
Sign: Jennifer Jasmin

Print: Jennifer Jasmin

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: 6-7-2022



CITIBANK DELAWARE
One Penns Way
New Castle, DE 19720
Drawer: CITIBANK DELAWARE

OFFICIAL
CHECK

CITIBANK DELAWARE
NEW CASTLE, DE 19720

62-20
311

145232

11/17/2020

PAY TO THE
ORDER OF HILLSBOROUGH COUNTY BOCC

\$ **1,122.28

One Thousand One Hundred Twenty-Two and 28/100*****

DOLLARS

HILLSBOROUGH COUNTY BOCC
601 E. KENNEDY BLVD.
TAMPA, FL 33602

VOID AFTER 180 DAYS



Timothy H. Hannon
AUTHORIZED SIGNATURE

MEMO 10% WARRANTY BOND 201113-010819

⑈ 145232⑈ ⑆031100209⑆

40088801⑈

CITIBANK DELAWARE

HILLSBOROUGH COUNTY BOCC
8059

11/17/2020

145232

1,122.28

Checking2008 10% WARRANTY BOND 201113-010819

1,122.28

CITIBANK DELAWARE

HILLSBOROUGH COUNTY BOCC
8059

11/17/2020

145232

1,122.28

Checking2008 10% WARRANTY BOND 201113-010819

APPROVED BY COUNTY ATTORNEY

BY

Approved as to form and Legal Sufficiency

1,122.28

THONOTOSASSA WATERMAIN EXTENSION
WARRANTY BOND ESTIMATE

SUMMARY

| | |
|--|-------------|
| SCHEDULE A - WATER DISTRIBUTION SYSTEM | \$11,222.80 |
| TOTAL | \$11,222.80 |
| 10% WARRANTY BONDING | \$1,122.28 |



**THONOTOSASSA WATERMAIN EXTENSION
WARRANTY BOND ESTIMATE**

SCHEDULE A - WATER DISTRIBUTION SYSTEM

| ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT COST | TOTAL COST |
|------|----------|------|---|------------|------------|
| 1 | 1 | EA | 6" MJ O/L MUELLER TAP VALVE | \$703.00 | \$703.00 |
| 2 | 420 | FT | 6" DUCTILE IRON PIPE | \$14.99 | \$6,295.80 |
| 3 | 2 | EA | 6" MJ 45 DEG ELL | \$55.00 | \$110.00 |
| 4 | 3 | EA | 6" MJ O/L MUELLER GATE VALVE | \$515.00 | \$1,545.00 |
| 5 | 1 | EA | 6" MJ TEE | \$97.00 | \$97.00 |
| 6 | 1 | EA | 6" MJ 90 DEG ELL | \$67.00 | \$67.00 |
| 7 | 1 | EA | 5 1/4 M94 MJ O/L 3 WAY 48" BURY YELLOW HYDRANT | \$1,765.00 | \$1,765.00 |
| 8 | 2 | EA | 6 X 2" MJ TAP TEE | \$82.00 | \$164.00 |
| 9 | 2 | EA | 2" O/L THRD MULLER GATE VALVE | \$238.00 | \$476.00 |

TOTAL WATER DISTRIBUTION SYSTEM **\$11,222.80**

< THIS PAGE WAS INTENTIONALLY LEFT BLANK >

< THIS PAGE WAS INTENTIONALLY LEFT BLANK >