

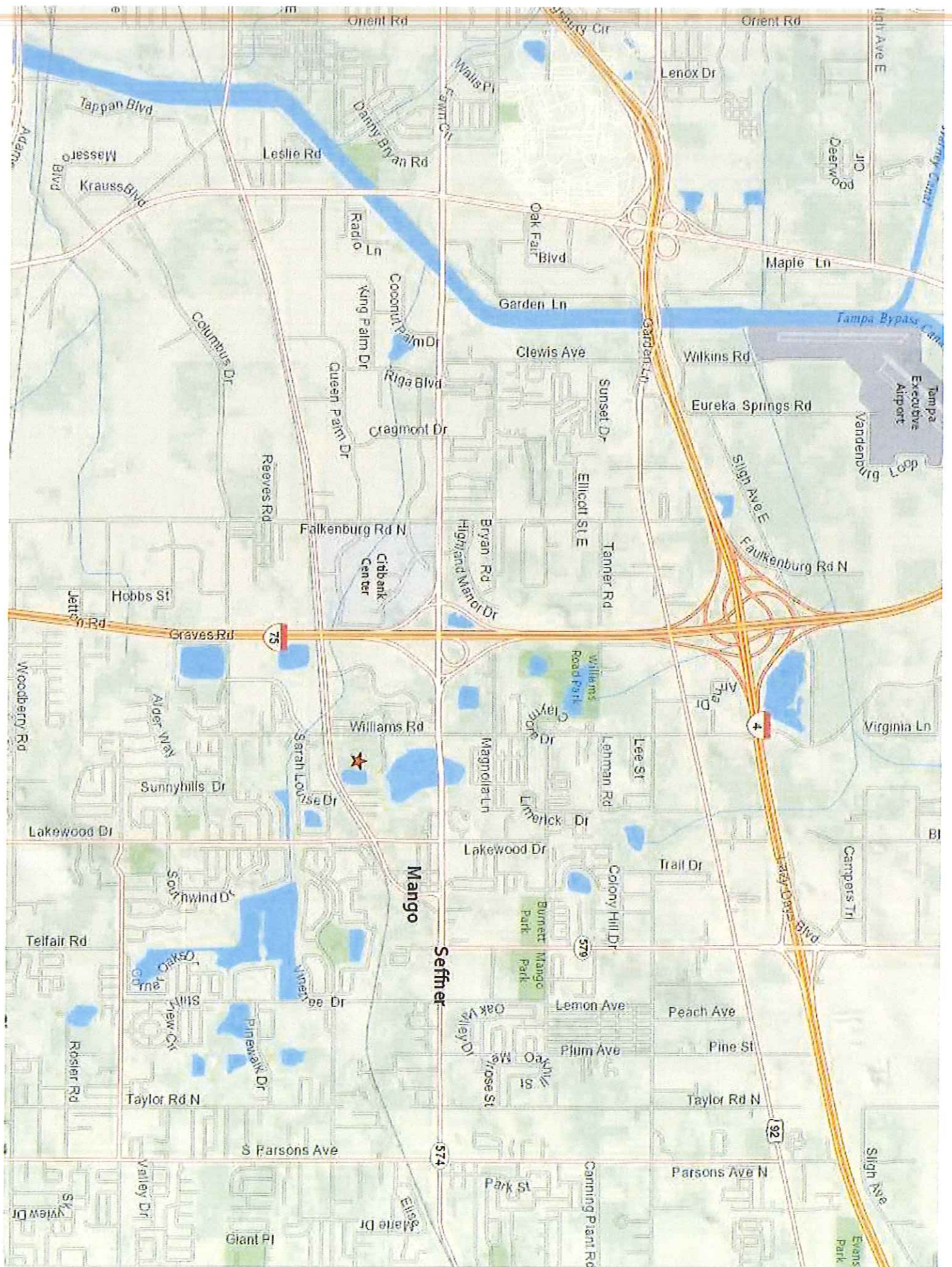
SUBJECT: Preserve at Sabal Park Phase II Off-Site
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: April 13, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway, water and wastewater) 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 Preserve at Sabal Park Phase II Off-Site, located in Section 09, Township 29, 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 \$51,550.05 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On July 19, 2019, Permission to construct was issued for Preserve at Sabal Park Phase II Off-Site. 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 Blue Broadway 2, LLC and the engineer is High Point Engineering.



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

This Agreement made and entered into this ____ day of _____, 20__, by and between Blue Broadway 2, 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 Preserve at Sabal Park Phase II (SabalPlace); 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 Preserve at Sabal Park are as follows: On Williams Road are for the left turn lane to the project and included the widening of pavement and a new sidewalk on the east side of the road and portable water and wastewater connections.

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 10004-22259, dated February 16, 2021, 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.

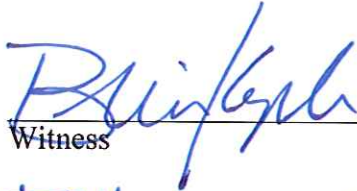
4. In the event the Owner/Developer shall fail or neglect to fulfill his obligations under this Agreement and as required by the Site Development Regulations, the Owner/Developer shall be liable to pay for the cost of reconstruction of defective off-site improvement facilities to the final total cost, 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 ____ day of _____, 202__.

ATTEST:


OWNER/DEVELOPER:



Witness

BLUE BROADWAY 2, LLC
a Florida limited liability company

By: Blue Broadway 2 M, LLC a
Florida limited liability company,
its manager



Witness

By: 

Shawn Wilson, Manager

NOTARY PUBLIC

5300 W. Cypress St. Suite 200, Tampa FL 33607
Address of Signer

813-384-4825
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

ATTEST:

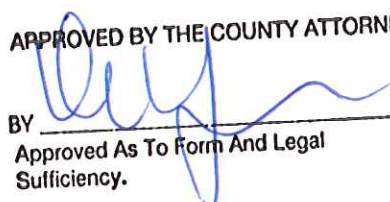
PAT FRANK, Clerk of
the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Clerk

By: _____
Chair

Owners Developers Warranty Agreement 050107.doc

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of January, 2021, by Shawn Wilson Manager of Blue Broadway 2 M, LLC, a limited liability company under the laws of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: Mary Jean Kopak (Seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____



DATE February 16, 2021

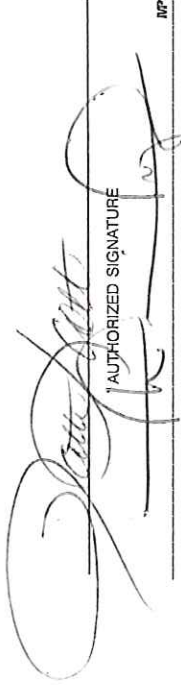
PAY FIFTY ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND FIVE CENTS

TO THE ORDER OF
HILLBOROUGH COUNTY BOCC

REMITTER
FOR
2110 BROADWAY #2 LLC

PAYABLE THROUGH SYNOVUS BANK COLUMBUS, GEORGIA

\$ 51,550.05


AUTHORIZED SIGNATURE

MP

30135745

1000422259 06100606

© DELUXE CENTRAL

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

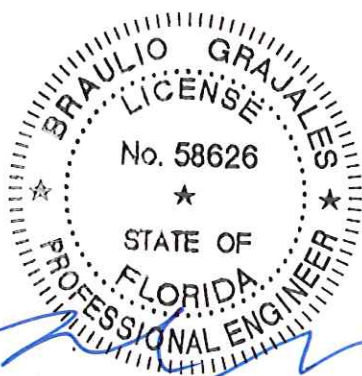
**COST OF CONSTRUCTION FOR BROADWAY AVENUE IMPROVEMENTS
ROAD WIDENING AND LEFT TURN LANE CONSTRUCTION
PRESERVE AT SABAL PARK APARTMENTS PHASE II - SEFFNER
10920 E. BROADWAY AVENUE, SEFFNER, FLORIDA 33584
HILLSBOROUGH COUNTY ROW PERMIT 27120S**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
RIGHT OF WAY IMPROVEMENTS				
SURVEY & LAYOUT	1	LS	\$ 4,800.00	\$ 4,800.00
ASPHALT LEVELING COURSE	156	TN	\$ 138.00	\$ 21,537.66
MOT	1	LS	\$ 10,919.72	\$ 10,919.72
EXCAVATION	349	CY	\$ 7.93	\$ 2,767.57
SAW CUT 12" FROM EXISTING EDGE OF PAVEMENT	930	LF	\$ 1.80	\$ 1,674.00
DEMOLITION OF EXISTING ASPHALT PAVEMENT	732	SY	\$ 2.36	\$ 1,727.52
1" FC-9.5 (76-22) FRICTION COURSE WITH TACK	4,683	SY	\$ 8.70	\$ 40,742.10
3" SP-12.5 STRUCTURAL COURSE	1,653	SY	\$ 23.72	\$ 39,209.16
10" CRUSHED CONCRETE BASE	1,543	SY	\$ 22.25	\$ 34,331.75
12" STABILIZED SUBGRADE (6" CRUSHED CONCRETE BASE)	1,600	SY	\$ 16.96	\$ 27,136.00
REMOVE BASE	625	SY	\$ 7.52	\$ 4,700.00
6" CONCRETE SIDEWALK (ROW)	7,145	SF	\$ 7.17	\$ 51,229.65
STRIPING	1	LS	\$ 20,940.00	\$ 20,940.00
DETECTABLE WARNING SURFACE	2	EA	\$ 300.00	\$ 600.00
MATERTIAL TESTING	1	LS	\$ 3,000.00	\$ 3,000.00
SUB-TOTAL				\$ 265,315.13

UTILITES IMPROVEMENTS**POTABLE WATER**

8"x 6" TAPPING SLEEVE & VALVE	1	EA	\$ 2,492.02	\$ 2,492.02
6" CL 350 DIP	660	LF	\$ 33.98	\$ 22,426.80
6" RESTRAINT	15	EA	\$ 165.15	\$ 2,477.25
6" MJ GATE VALVE	4	EA	\$ 1,021.09	\$ 4,084.36
6" TEE	1	EA	\$ 371.55	\$ 371.55
6" x 4" TEE	1	EA	\$ 335.60	\$ 335.60
6" x 2" BLOWOFF VALVE	1	EA	\$ 1,125.00	\$ 1,125.00
6" x 45° BEND	14	EA	\$ 233.03	\$ 3,262.42
6" x 90° BEND	4	EA	\$ 252.29	\$ 1,009.16
4" CL350 DIP	20	LF	\$ 38.19	\$ 763.80
4" MJ GATE VALVE	1	EA	\$ 832.10	\$ 832.10
4" x 90° BEND	1	EA	\$ 190.29	\$ 190.29
6" R.P.D.A. ASSEMBLY	1	EA	\$ 12,101.48	\$ 12,101.48
3" MASTER METER ASSEMBLY	1	EA	\$ 19,977.30	\$ 19,977.30
6" CONCRETE SLAB (21.5' x 7')	151	SF	\$ 7.35	\$ 1,106.18
BOLLARDS	6	EA	\$ 505.64	\$ 3,033.84
FIRE HYDRANT ASSEMBLY	1	EA	\$ 4,260.12	\$ 4,260.12
2" BLOW OFF ASSEMBLY	1	EA	\$ 8,795.00	\$ 8,795.00
TTC PERMIT - WILLIAMS ROAD	1	EA	\$ 500.00	\$ 500.00
TRAFFIC CONTROL FOR OPEN CUT	1	EA	\$ 2,261.49	\$ 2,261.49
SAWCUT EXISTING ASPHALT	44	LF	\$ 6.83	\$ 300.52
DEMO EXISTING ASPHALT	25	SY	\$ 16.11	\$ 402.75
16" STEEL CASING PIPE (OPEN CUT IN WILLIAMS ROAD)	40	LF	\$ 199.46	\$ 7,978.40
TRENCH RESTORATION - 12" CCRB	25	SY	\$ 60.16	\$ 1,504.00
TRENCH RESTORATION - 1.75" SP ASPHALT	25	SY	\$ 49.00	\$ 1,225.00
TRENCH RESTORATION - MILL & RESURFACE 200' -1" SP ASPHALT	533	SY	\$ 27.60	\$ 14,710.80
REMOVE & REPLACE SIDEWALK (WILLIAMS ROAD)	775	SF	\$ 8.26	\$ 6,401.50
16" JACK & BORE	60	LF	\$ 198.00	\$ 11,880.00
BORE PIT	2	EA	\$ 6,000.00	\$ 12,000.00
RECEIVING PIT	2	EA	\$ 2,809.20	\$ 5,618.40
DEWATERING	2	EA	\$ 7,200.00	\$ 14,400.00
TRENCH BOX	2	EA	\$ 3,600.00	\$ 7,200.00
CASING SPACERS & END SEALS	14	EA	\$ 165.21	\$ 2,312.94
TRAFFIC CONTROL	1	LS	\$ 2,400.00	\$ 2,400.00
TAPE & WIRE	1	EA	\$ 683.34	\$ 683.34
INJECTION POINT / CHLORINATION POINT	1	EA	\$ 330.39	\$ 330.39
PRESSURE TEST & CHLORINATION	1	LS	\$ 1,966.16	\$ 1,966.16
HILLSBOROUGH COUNTY BACKFLOW CERTIFICATION	2	EA	\$ 600.00	\$ 1,200.00
TAP FEE	1	EA	\$ 300.00	\$ 300.00
SURVEY & LAYOUT / AS-BUILTS	1	EA	\$ 2,640.00	\$ 2,640.00

SANITARY SEWER				
20"x 4" TAPPING SLEEVE & VALVE	1	EA	\$ 2,431.67	\$ 2,431.67
VACUUM / PUMP TRUCK	1	EA	\$ 2,760.00	\$ 2,760.00
20" C900 DR18	20	LF	\$ 75.10	\$ 1,502.00
20" MJ SLEEVE W/ RESTRAINTS	2	EA	\$ 2,523.06	\$ 5,046.12
12" JACK & BORE	95	LF	\$ 157.59	\$ 14,971.05
BORE PIT	1	EA	\$ 6,000.00	\$ 6,000.00
RECEIVING PIT	1	EA	\$ 1,102.22	\$ 1,102.22
DEWATERING	1	EA	\$ 7,200.00	\$ 7,200.00
TRENCH BOXES	1	EA	\$ 3,600.00	\$ 3,600.00
CASING SPACERS & END SEALS	16	EA	\$ 165.21	\$ 2,643.36
4" SLEEVES, GASKETS & RESTRAINTS (MATERIAL)	2	EA	\$ 387.77	\$ 775.54
FM TIE-IN	1	EA	\$ 2,809.20	\$ 2,809.20
4" C900 DR18 PVC PIPE	140	LF	\$ 19.38	\$ 2,713.20
4" RESTRAINTS	6	EA	\$ 71.03	\$ 426.18
4" 90° BENDS	3	EA	\$ 343.08	\$ 1,029.24
4" 45° BENDS	2	EA	\$ 343.08	\$ 686.16
4" PLUG VALVES	2	EA	\$ 793.58	\$ 1,587.16
SEWER TAPE & WIRE	1	EA	\$ 246.54	\$ 246.54
BLOW OFF	1	EA	\$ 444.22	\$ 444.22
TESTING	140	LF	\$ 5.94	\$ 831.60
ASPHALT RESTORATION	1	EA	\$ 600.00	\$ 600.00
MAINTENANCE OF TRAFFIC	1	EA	\$ 2,000.00	\$ 2,000.00
SURVEY & LAYOUT / AS-BUILTS	1	EA	\$ 1,620.00	\$ 1,620.00
TAP FEE	1	EA	\$ 300.00	\$ 300.00
SUB-TOTAL				\$ 250,185.42
TOTAL COST OF CONSTRUCTION				\$ 515,500.55
10% WARRANTY BOND AMOUNT				\$ 51,550.05



SIGNATURE

BRAULIO GRAJALES
REGISTERED PROFESSIONAL

11-23-20

DATE

58626

FL. REC. NO.

HIGH POINTENGINEERING



January 28, 2021

Mr. Richard Cabrera, P.E, CFM
Director of the Development Review Department
Hillsborough County Development Services Division
601 E. Kennedy Boulevard, 19th Floor
Tampa, Florida 33602

**RE: Record Drawings and Close-Out Documents
Preserve at Sabal Park Apartments Phase II
10920 E. Broadway Boulevard, Seffner, Florida 33584
Project ID: 4314**

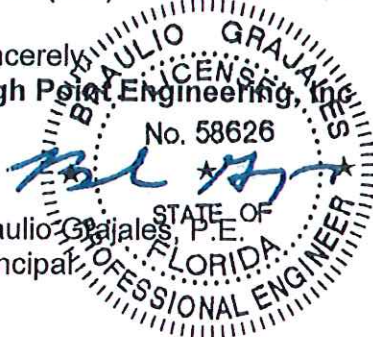
Dear Mr. Cabrera:

As the Engineer of Record, I hereby certify the above referenced project was completed substantially in accordance with the approved site construction documents. Any minor deviation from the approved Paving, Grading and Drainage Plan will not prevent the site from functioning in compliance with the requirements in Hillsborough County Land Development Code. This determination is based upon as-built survey, dated January 28, 2021, performed by DC Johnson & Associates, Inc from San Antonio, Florida.

Should you have any questions or require any additional information, do not hesitate to contact me at (813) 644-8333 ext. 333.

Sincerely,
High Point Engineering, Inc

Braulio Grajales, P.E.
Principal





**Hillsborough
County Florida**
Development Services

Contractor Affidavit

I/We as contractor for the construction of the improvement facilities Sabal Place Apts., Project #MFA01917
for NDC Construction Company, 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

Print name and title _____
Steve Stinnett, Project Manager

Company: Clark Hunt Construction, Inc.

Address: 2165 Logan Street, Clearwater, FL 33765

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

2nd day of November, 2020, by Steve Stinnett
(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)



Janet Chandler
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG225588
Expires 7/26/2022

(Commission Number)

(Expiration Date)