

SUBJECT: GSA at 5519 West Hillsborough Ave Off-Site
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: June 8, 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 (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 GSA at 5519 West Hillsborough Ave Off-Site, located in Section 31, Township 28, and Range 18. 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 \$4,158.07 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On August 16, 2019, Permission to construct was issued for GSA at 5519 West Hillsborough Ave 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 WSSA Tampa CBP, LLC. and the engineer is Avid Group.



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

This Agreement made and entered into this ____ day of _____ 2021, by and between **WSSA Tampa CBP, 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 **GSA at 5519 W. Hillsborough Ave. (PI#4736)**; 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 GSA at 5519 W. Hillsborough Ave. (PI#4736) are as follows: Wastewater - 505 LF of 4" PVC Forcemain, fittings and associated valves, from new 4" Plug Valve at ROW line to Point of Connection, existing manhole in Hoover Blvd., Including two Air Release Valves, all located within the Hillsborough County Right-of-Way.

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 [#]9180414745, 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 March 2021

ATTEST:

OWNER/DEVELOPER:



Witness



Authorized Corporate Officer or Individual



Witness

TROY FARAH

Name (typed, printed or stamped)

NOTARY PUBLIC



Notary Public

503 S. SAGENAW STE 600

Address of Signer

FLINT MI 48502

CORPORATE SEAL
(When Appropriate)

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 THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF ~~Florida~~ MICHIGAN

COUNTY OF ~~Hillsborough~~ GENESEE

The foregoing instrument was acknowledged before me this 19th day of March 2021, by TROY FAKAH of WSSA Tampa CBP, LLC, a corporation 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 MECHESSE as identification and did take an oath.

NOTARY PUBLIC:

Sign: Donna L. Klagstad (Seal)

Print: DONNA L. KLAGSTAD

Title or Rank: NOTARY PUBLIC

Serial Number, if any: _____

My Commission Expires: APRIL 21, 2024



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK
9180414745
25-3
440



Remitter: WSSA TAMPA CBP, LLC

Pay To The Hillsborough County BOCC
Order Of:

Pay: FOUR THOUSAND ONE HUNDRED FIFTY EIGHT DOLLARS AND 07 CENTS

\$** 4,158.07 **

Date 03/19/2021

Void after 7 years

Do not write outside this box

Memo: 658 AT W. HILLSBOROUGH AVE
APT # 4736 WASSIE WATERS
Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

Reginald Chambers

Reginald Chambers, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus, OH



⑈9180414745⑈ ⑆044000037⑆ 758661326⑈

APPROVED BY THE COUNTY ATTORNEY

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



AVID Group

2300 Curlew Road, Suite 201

Palm Harbor, FL 34683

<http://www.avidgroup.com>

Ph (727) 789-9500 / Fax (727) 784-6662

GSA at 5519 W. Hillsborough Ave.

Hillsborough County, Florida

PI # 4736

Engineer's Opinion of Probable Construction Costs

March 29, 2021

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
WASTEWATER				
4" Plug Valve and Box	1	EA	\$ 909.69	\$ 909.69
4" PVC-C900	1,084	LF	\$ 34.30	\$ 37,181.20
Air Release Valve	2	EA	\$ 1,274.38	\$ 2,548.76
4" Bend	11	EA	\$ 85.55	\$ 941.05
				\$ -
TOTAL:				\$ 41,580.70

NOTE:

Please be advised that the figure expressed above merely represents the engineer's opinion as to the probable construction cost. This is not a bid and no warranty as to the accuracy of this figure is either expressed or implied.

Jorge A. Hernandez, P.E.
License No. 59898

