SUBJECT: Triple M Tube Tech Manufacturing Facility 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 (roads, drainage, 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 Triple M Tube Tech Manufacturing Facility Off-Site, located in Section 7, Township 32, and Range 19. 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 $42,642.00 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On October 17, 2019, Permission to construct was issued for Triple M Tube Tech Manufacturing Facility 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 Bond, which the County Attorney's Office has reviewed and approved. The developer is Miroslav Mitusina/Triple M Tube Tech LLC. and the engineer is TRI Civil Engineering Design Studio, Inc.

TRIPLE M TUBE TECH MANUFACURING FACILITY

PARCEL FOLIO: 056418.0000

1112 SW 10TH STREET, RUSKIN, FLORIDA

VICINITY MAP

APRIL 30, 2021

P.O. Box 520062 Longwood, Florida 32752-0062
phone: 407.488.9456 fax: 407.641.9993

Civil Engineering Design Studio, Inc.

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

This Agreement made and entered into this _ day of __ _____, 2020 by and between ___Miroslav Mitusina / Triple M Tube Tech 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 M Tube Tech Manufacturing Facility_; 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 Triple M Tube Tech, LLC are as follows:

Water/Fire = $102,676.00

(12" DIP Pipe 756LF @ $49.02, 8" PVC Pipe 350LF @ $29.48, 36" Casing 350LF @ $96.00, 12" Gate Valves 7 EA @ $2,036.31, 8" Gate Valve 1 EA @ $1,326.69, 4" Gate Valve 1 EA @ $862.00, 12" 45 Fitting 2 EA @ $584.00, 12" 90 fitting 2 EA @ $584.00, 12x12 TEE 4 EA @ 584.00, 12x4 Reducer 1 EA @ $584.00)

Sanitary Sewer = $36,153.00

(14x4 Tapping Saddle 1 EA @ $1,050, 4" Gate Valve 3 EA @ $849.75, 45 Fitting 8 EA @ $334.75, 90 fitting 1 EA @ $334.75, 4" PVC C900 796 LF @ $24.72, 12" Casing 140 LF @ $68.75, 6" PVC Main 16 LF @ $14.93)

Storm = $68,841.00

(12x18 ERCP 547 LF @ $33.48, 18" RCP 118 LF @ $30.55, C Inlets 3 EA @ $3,774.00, Manholes 3 EA @ $3,627.66, End Wall 1 EA @ $2,200.00, MES 12x18 17 EA @ $1,158.00 18" MES 2 EA @ $1,015.58)

Concrete/Flatwork = $77,383.00

(Sidewalk 4th St SW 7,345 SF @ $3.25, Aprons 4th ST SW 4,376 SF @ $6.25, Sidewalk 10th ST SW 4,260 SF @ $3.25, ADA Total 10th St SW and 4th ST SW 60 SF @ $25.00, Apron 10th St SW 1,492 SF @ 7.25)

Roadway 4th St = $141,366.00

(Base rock 4,355 SY @ $20.00, Asphalt 4,355 SY @ $11.48 and Striping 1 LS @ $4,500.00)

TOTAL ESTIMATED VALUE $426,419.00

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 4/15/21, with Triple M Tube Tech, LLC as Principal, and Liberty Mutual Insurance Company as Surety, or

c. Cashier/Certified Check, number _____ _____, dated _____, 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 8th day of April, 2021.

ATTEST:

Witness

Witness

OWNER/DEVELOPER:

Authorized Corporate Officer or Individual

Miroslav Mitusina
Name (typed, printed or stamped)

NOTARY PUBLIC

1225 4th Street, S.W., Ruskin, FL 33570
Address of Signer

813-645-1188
Phone Number of Signer

HOLLY A. DRAGAN
MY COMMISSION # HH 039153
EXPIRES: September 2, 2024
Bonded Thru Notary Public Underwriters

CORPORATE SEAL
(When Appropriate)

ATTEST:

PAT FRANK, Clerk of
the Circuit Court

By:_____
Deputy Clerk

Owners Developers Warranty Agreement 050107.doc

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chairman

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 8th day of April, 2021, by Triple M Tube Tech, LLC and Miroslav Mitusina respectively President and Managing Partner of Triple M Tube Tech, LLC, Inc., 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 _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: Holly A Dragan (Sea

Print: HOLLY DRAGAN

Title or Rank: HR Manager

Serial Number, if any: _____

My Commission Expires: 9/2/2024

HOLLY A. DRAGAN
MY COMMISSION # HH 039153
EXPIRES: September 2, 2024
Bonded Thru Notary Public Underwriters

INDIVIDUAL ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 8th day of April, 2021, by Miroslav Mitusina, who is personally known to me or who has produced Drivers License as identification and who did take an oath.

NOTARY PUBLIC:

Sign: Holly A Dragan (seal)

Print: HOLLY A. DRAGAN

Title or Rank: HR Manager

Serial Number, if any: _____

My Commission Expires: 9/2/2024

HOLLY A. DRAGAN
MY COMMISSION # HH 039153
EXPIRES: September 2, 2024
Bonded Thru Notary Public Underwriters

Bond #964221180

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we Triple M Tube Tech, LLC called the Principal and The Ohio Casualty Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA,** in the sum of Forty Two Thousand Six Hundred Forty Two and zero Dollars ($42,642.00) 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 established site development regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, which regulations are by reference, hereby, incorporated into and made a part of this Warranty Bond; and

WHEREAS, these site development regulations affect the site of land within the unincorporated areas of Hillsborough County; and **WHEREAS,** the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (Off-Site) for maintenance constructed in conjunction with the site known as Triple M Tube Tech Manufacturing Facility; and **WHEREAS,** the aforementioned site development regulations require as a condition of acceptance of the improvement facilities (off-site) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the off-site and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned site development regulations.

WHEREAS, the Principal, pursuant to the terms of the aforementioned site development regulations has entered into an "Owner/Developer Agreement for Warranty of Required Off-Site Improvements", the terms of which agreement require the Principal to submit an instrument warranting the above- described improvements.

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 improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, for the approved site known as Triple M Tube Tech Manufacturing Facility 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 4/15/23.

SIGNED, SEALED AND DATED this _6th_ day of _April_, 20_21.

ATTEST:

Triple M Tube Tech, LLC
PRINCIPAL _____ **(SEAL)**

The Ohio Casualty Insurance Company
SURETY _____ **(SEAL)**

ATTEST:

Douglas R. Moore, ATTORNEY-IN-FACT _____ **(SEAL)**
A103213 FL AGENT

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal Sufficiency.
as amended

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8008486

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Connie L. Ferret; Scott B. Grambling; Keith W. Gramling; Jonathan K. Hammond; Douglas R. Moore

all of the city of SAINT PETERSBURG, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of February, 2018.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of February, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of April, 2021.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS_12873_022017

COLLAGE
CONSTRUCTION • INTEGRATED SERVICES

DESIGN BUILDERS
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

Committed to Quality

March 31, 2021

Hillsborough County Development Services
601 E. Kennedy Boulevard
Tampa, FL 33602

Re: Triple M Tube Manufacturing Facility Cost Breakdown
1112 10th St SW (941 and 963 4th St SW) – Folio # 56418.0000

Sub: Offsite Specific Cost Breakdown

Ladies and Gentlemen,

The following is a Specific Cost Breakdown for the Offsite Utilities and Drainage Structures associated with the Triple M Tube Tech Manufacturing Facility Project ((Folio #56418.0000). Reference Project ID #4799.

• 12" DIP Pipe 756LF @ $49.02 =	$ 37,059.12
• 8" PVC Pipe 350LF @ $29.48 =	$ 10,318.00
• 36" Casing 350LF @ $96.00 =	$ 33,600.00
• 12" Gate Valves 7 EA @ $2,036.31 =	$ 14,254.17
• 8" Gate Valve 1 EA @ $1,326.69 =	$ 1,323.69
• 4" Gate Valve 1 EA @ $862.00 =	$ 862.00
• 12" 45 Fitting 2 EA @ $584.00 =	$ 1,168.00
• 12" 90 fitting 2 EA @ $584.00 =-	$ 1,168.00
• 12x12 TEE 4 EA @ $584.00 =	$ 2,236.00
• 12x4 Reducer 1 EA @ $584.00 =	$ 584.00
• 14x4 Tapping Saddle 1 EA @ $1,050 =	$ 1,050.00
• 4" Gate Valve 3 EA @ $849.75 =	$ 2,549.25
• 45 Fitting 8 EA @ $334.75 =	$ 2,678.00
• 90 fitting 1 EA @ $334.75 =	$ 334.75
• 4" PVC C900 796 LF @ $24.72 =	$ 19,677.12
• 12" Casing 140 LF @ $68.75 =	$ 9,625.00
• 6" PVC Main 16 LF @ $14.93 =	$ 238.00
• 12x18 ERCP 547 LF @ $33.48 =	$ 18,313.56
• 18" RCP 118 LF @ $30.55 =	$ 3,604.90
• C Inlets 3 EA @ $3,774.00 =	$ 11,322.00
• Manholes 3 EA @ $3,627.66 =	$ 10,882.98
• End Wall 1 EA @ $2,200.00 =	$ 2,200.00
• MES 12x18 17 EA @ $1,158.00 =	$ 19,686.00
• 18" MES 2 EA @ $1,015.58 =	$ 2,031.16
• Sidewalk 4th St SW 7,345 SF @ $3.25 =	$ 23,871.25
• Aprons 4th ST SW 4,376 SF @ $6.25 =	$ 27,350.00
• Sidewalk 10th ST SW 4,260 SF @ $3.25 =	$ 13,845.00
• ADA Total 10th St SW and 4th ST SW 60 SF @ $25.00 =	$ 1,500.00
• Apron 10th St SW 1,492 SF @ $7.25 =	$ 10,817.00
• Baserock 4,355 SY @ $20.00 =	$ 87,100.00
• Asphalt $,355 SY @ $11.48 =	$ 49,765.80
• Striping 1 LS @ $4,500.00 =	$ 4,500.00
Total Cost	$426,419.00

THE COLLAGE COMPANIES
Corporate Office
585 Technology Park
Lake Mary, Florida 32746
P 407.829.2257
F 407.829.2258

www.collage-usa.com

CG C020818

DESIGN BUILDERS

GENERAL CONTRACTORS

CONSTRUCTION MANAGERS

Committed to Quality

If you have any questions or if I can be of further assistance, please do not hesitate to contact my office of me directly at 239.789.6699.

Sincerely,

THE COLLAGE COMPANIES

Ron Wademan
PROJECT MANAGER

cc: File

THE COLLAGE COMPANIES

Corporate Office

585 Technology Park

Lake Mary, Florida 32746

P 407.829.2257

F 407.829.2253

www.collage-usa.com

CG C020818

Hillsborough County Florida
Development Services

Contractor Affidavit

I/We as contractor for the construction of the improvement facilities Triple M Tube Tech Manuf. Facility for Miroslav Mitusina / Triple M Tube Tech 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

Print name and title Brian A. Walsh, CEO

Company: The Collage Companies*

Address: 685 Technology Park, Lake Mary, FL 32746

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 10th (day) day of March (month), 2021 (year), by Brian A. Walsh (name of person acknowledging).

[X] Personally Known OR [ ] Produced Identification

_____
(Signature of Notary Public - State of Florida)

_____
Type of Identification Produced

Diane H. Stephens
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Notary Seal) DIANE H. STEPHENS MY COMMISSION # GG138013 EXPIRES September 24, 2021

GG138013 (Commission Number)

09/24/2021 (Expiration Date)

*Collage Design and Construction Group, Inc. d/b/a The Collage Companies

7/2020

LETTER OF TRANSMITTAL

TRI³ Civil Engineering Design Studio, Inc.
P.O. Box 520062
Longwood, Florida 32752-0062
Pho (407) 488-9456
Fax (407) 641-9993

To: Hillsborough County
Building and Construction Services
601 E. Kennedy Blvd, 19th Floor
Tampa, FL 33602
Attn: Ms. Lee Ann Kennedy
DEVELOPMENT SERVICES

Date: 5/21/2021 **Job No.:** 2018.009

Re: Triple M Tube Tech Manufacturing Facility
Warranty Bond - Rider
Folio #056418.0000
Project ID#4799

We are sending you [X] **Attached** [ ] **Under Separate Cover**

[ ] Shop drawings [ ] Prints [ ] Plans
[ ] Copy of Letter [ ] Change Order [ ] Specifications
[x] Other: See Below

Copies	Date	No.	Description
1		1	Rider for Warranty Bond - Date Extension

These are transmitted as checked below:

[ ] For your use [ ] For Signature
[ ] As requested [ ] Returned
[x] For your review [ ] For Submittal to
[x] For Approval [ ]

Remarks:

Signed:
Jeff Yeager, CCM

Copy to: File [ ] Transmittal Only [ ] w/Attachments
[ ] Transmittal Only [ ] w/Attachments
[ ] Transmittal Only [ ] w/Attachments
[ ] Transmittal Only [ ] w/Attachments

Liberty Mutual.
SURETY

BOND RIDER

To be attached to and form a part of :

Bond No.: **964221180**

Type of Bond: Warranty Bond

Dated effective: April 16, 2021

Executed by: Triple M Tube Tech, LLC

, as Principal,

And by: The Ohio Casualty Insurance Company, as Surety,

In favor of: Board of Count Commissioners of Hillsborough County, Florida

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to:

Changing: Expiration Date

From: April 15, 2023

To: June 8, 2023

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective: May 20, 2021

Signed and Sealed on:

Principal Name: Triple M Tube Tech, LLC

By: , C.E.O.

Surety Name: The Ohio Casualty Insurance Company

By:
Douglas R. Moore, Attorney in Fact

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

APPROVED BY THE COUNTY ATTORNEY

BY

Approved As To Form And Legal Sufficiency.

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DOUGLAS R MOORE** of **ST PETERSBURG** **Florida** , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of MAY 2021

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.