

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Release of Road Maintenance Bonds

DEPARTMENT: Public Works DIVISION: Road Operations & Stormwater

AUTHORIZED BY: W. Gary Johnson CONTACT: M. Flomerfelt EXT. 5710
W. Gary Johnson, P.E. Mark Flomerfelt, P.E., Manager
Director, Dept. Public Works Road Operations & Stormwater

Agenda Date 01-13-04 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Approve release of Road Maintenance Bonds.

BACKGROUND:

Release Road Maintenance Bond #929199739 in the amount of \$39,517.00 for the project known as Colonial Grand Apartments. District 5 – Commissioner McLain

Release Road Maintenance Bond #K06586259 in the amount of \$11,488.30 for the project known as B.J.'s Wholesale aka Westlake Supercenter. District 5 – Commissioner McLain

A two (2) year maintenance inspection was conducted by staff for the above mentioned projects and revealed to be satisfactory. Staff recommends the release of these bonds.

Attachments: Copies of Bonds

Reviewed by:
Co Atty: NA
DFS: NA
Other: NA
DCM: [Signature]
CM: [Signature]
File No. CPWR01

RIGHT-OF-WAY USE PERMITTING
RIGHT-OF-WAY UTILIZATION PERMIT
MAINTENANCE BOND
(Streets, Curbs, Storm Drains)

KNOWN ALL MEN BY THESE PRESENTS:

That we, Colonial Realty Limited Partnership, an Alabama limited partnership whose address is 2101 6th Avenue North, Suite 750, Birmingham, Alabama 35202-1687, hereinafter referred to as "PRINCIPAL," and National Fire Insurance Co. of Hartford, hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of \$39,517.00 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, PRINCIPAL has constructed certain improvements, including ~~streets, curbs, storm drains and other appurtenances in that certain public right-of-way known as International Parkway and County Road 46-A; and~~ PAVING, STRIPING, SIGNAGE, LANDSCAPE AND IRRIGATION OF THE SEMINOLE COUNTY BIKE TRAIL; AND

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated MARCH 27, 2000, and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements for a period of two (2) years from October 19 _____, 2001;

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect this COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements for a period of (2) years from October 19 _____, 2001, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving the said permit shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

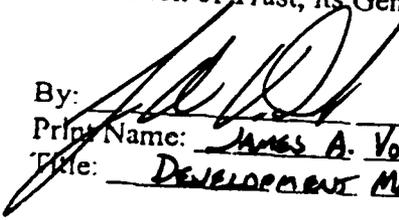
The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so after reasonable notice said defects and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this 19th day of October, 2001.

"PRINCIPAL"

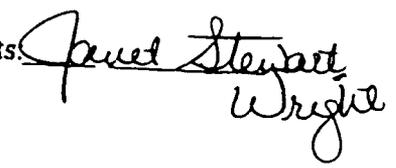
COLONIAL REALTY LIMITED PARTNERSHIP
an Alabama Limited Partnership

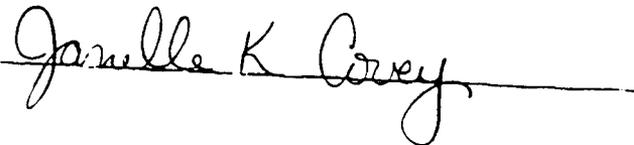
By: Colonial Properties Trust, an Alabama
Declaration of Trust, its General Partner

By: 
Print Name: JAMES A. VON DYKE
Title: DEVELOPMENT MANAGER

"SURETY"

National Fire Insurance Company of Hartford (SEAL)
SURETY

By: Janet Stewart Wright Its: 
Its Attorney-In-Fact

ATTEST: 

APPROVED FORMS, ETC.

RIGHT-OF-WAY USE PERMITTING
 RIGHT-OF-WAY UTILIZATION PERMIT
 MAINTENANCE BOND
 (Streets, Curbs, Storm Drains)

KNOW ALL MEN BY THESE PRESENTS:

That we CED CONSTRUCTION PARTNERS, LTD, whose address is 1551 SANDSPUR ROAD, MAITLAND, FL 32751, hereinafter referred to as "PRINCIPAL" and WESTCHESTER FIRE INSURANCE COMPANY, hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of \$ELEVEN THOUSAND FOUR HUNDRED EIGHTY EIGHT & 30/100 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, PRINCIPAL has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain public right-of-way known as WEST LAKE SUPERCENTER, recorded in Plat Book B 1, Page(s) 114, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated AUGUST, XI 2000, and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements for a period of two (2) years from DECEMBER 15, XII 2001;

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements for a period of (2) years from DECEMBER 15, XII 2001, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving the said permit shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

LAND DEVELOPMENT CODE

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this 4TH day of JANUARY, 19 2002.

Address:
1551 SANDSPUR ROAD
MAITLAND, FL 32751

CED CONSTRUCTION PARTNERS, LTD (SEAL)
PRINCIPAL

By: [Signature] Its: _____
(If a Corporation)

ATTEST: _____ Its: _____
(If a Corporation)

Address:
P. O. BOX 2005
VIRGINIA BEACH, VA 23450-2005

WESTCHESTER FIRE INSURANCE CO (SEAL)
SURETY

By: [Signature] Its: _____
Its Attorney-in-Fact
DON BRAMALGE

ATTEST: [Signature]

(App E, LDC, through Supp 16).



Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on November 8, 1999, to wit:

- 'RESOLVED, that the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof: (1) That the President, any Senior Vice President, any Vice President, and Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto...

Does hereby nominate, constitute and appoint DON BRAMLAGE and JIM HENDERSON both of the City of Daytona Beach, State of Florida, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding One Million Dollars (\$1,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said William Jungreis, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 14th day of December 2000.



WESTCHESTER FIRE INSURANCE COMPANY

William Jungreis signature

William Jungreis, Vice President

COMMONWEALTH OF PENNSYLVANIA COUNTY OF PHILADELPHIA ss.

On this 14th day of December, A.D. 2000, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came William Jungreis, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



NOTARIAL SEAL Kathleen Tirri, Notary Public Philadelphia City, Philadelphia County My commission expires Sep. 22, 2003

Kathleen Tirri signature

Notary Public

I, the undersigned Secretary of WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this 4TH day of JANUARY 2002



Debra H. Paziara signature

Debra H. Paziara, Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER December 14, 2002.

Not Valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate of residual value guarantees.

CHANGE RIDER

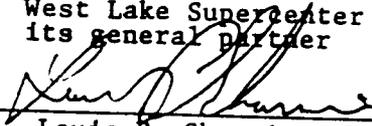
To be attached to and form a part of Bond No. K06586259 executed by CED Construction Partners, Ltd. as Principal, and by Westchester Fire Insurance Company as Surety, in favor of Seminole County, as Obligee.

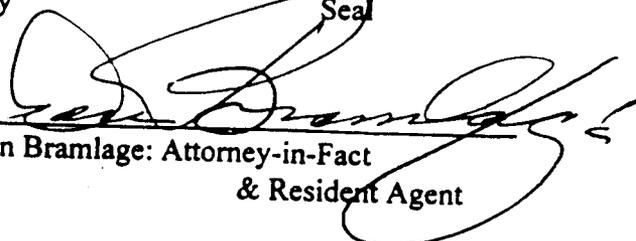
In consideration of the mutual agreements herein contained, the Principal and the Surety hereby consent to the Principal name change:

From: **CED Construction Partners, Ltd**

To: **West Lake Supercenter Partners, Ltd.**

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated. Signed, sealed and dated this 8th day of January 2002.

West Lake Supercenter Partners, Ltd
Principal
By: West Lake Supercenter GP, Inc.,
its general partner
By: 
Louis P. Shassian, Vice President

Westchester Fire Insurance Company
Surety
By: 
Don Bramlage: Attorney-in-Fact
& Resident Agent