

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Maintenance Bond for AK Business Center Ph 1 & 2

DEPARTMENT: Environmental Services **DIVISION:** Business Office

AUTHORIZED BY: *[Signature]* **CONTACT:** *[Signature]* **EXT.** 2148
John Cirello, Director Bob Briggs, Finance Manager

Agenda Date <u>1/23/06</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:
Approve release of original Water and Sewer Maintenance Bonds

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division.

Release Maintenance Bond #FS5496650 dated 09/28/04 (AK Business Center) in the amount of \$23,311.00 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as AK Bussiness Center Ph 1 & 2. District 1 - Dallari

Reviewed by:	_____
Co Atty: N/A	_____
DFS:	_____
Other:	<u><i>[Signature]</i></u>
DCM:	<u><i>[Signature]</i></u>
CM:	<u><i>[Signature]</i></u>
File No.	<u>CEAS01</u>

AK Joint Venture

November 30, 2006

Environmental Services Department
500 West Lake Mary Blvd.
Sanford, Florida 32773
Attn: Betty Noggle

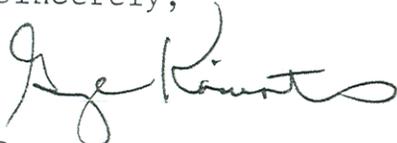
Re: Maintenance Bond

Dear Becky:

On 11/21/06 Seminole County Water and Sewer Inspectors found on deficiencies at AK Business Center Ph 1 & 2 with regard to bond#FS5496650. I request that our bond amount of \$23,311.00 be released by the Board of County Commissioners through a Regular Bond Session.

If you have any questions, please contact me at 407-365-4923.

Sincerely,



George Kanistras
AK Business Center

ENVIRONMENTAL SERVICES DEPARTMENT



November 28, 2006

AK Business Center
3004 Kananwood Ct., Ste 140
Oviedo, FL 32765

Re: Maintenance Bond

Project Name: AK Business Center Ph 1 & 2
Bond# FS5496650
Amount: \$23,311.00
District #1

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **11/21/06** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of **11/21/06**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

Please send request for release of Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

A handwritten signature in black ink, appearing to read "Chip Tyre".

Chip Tyre
Sr. Utilities Inspector

c: Project File

MATERIAL AND WORKMANSHIP BOND
(10% of Final Contract Price)

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Sunshine Building and Development Corp. hereinafter referred to as "Principal" and Great American Insurance Co. hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents \$23,311.00---- 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 and other appurtenances in that certain Project described as AK Business Center; and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated September 28, 2004, and filed with the Purchasing Division 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 the date of Final Completion under the Contract Documents.

NOW THEREFORE, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County 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 thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will 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, 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, cause 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 jointly and severally hereunder 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.

MAINTENANCE BOND
 11/18/2002

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 28th
day of September, 2004

Address:

P. O. Box 180958

Casselberry, FL 32718

Sunshine Building and Development Corp (SEAL)

Principal

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

ATTEST: [Signature] Its: Secretary
(If a Corporation)

Address:

580 Walnut Street

Cincinnati, OH 45202

Great American Insurance Company (SEAL)

Surety

By: [Signature]
Its Attorney-in-Fact and Licensed Resident Agent
Robert Harris Dixon
Phone No. (850)432-7474

Fax No. (850)470-2660

WITNESS:

~~XXXXXXXX~~

Note: Date of the Bond must not be prior to the date of Final Completion. If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.

MAINTENANCE BOND

TERRORISM COVERAGE RIDER

NOTICE-DISCLOSURE OF TERRORISM COVERAGE AND PREMIUM

The Terrorism Risk Insurance Act of 2002 establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an Act of Terrorism. The Act provides that, to be certified, an Act of Terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States.

To be attached to and form part of Bond No. FS5496650, effective September 28, 2004. In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds on which Great American Insurance Company, its affiliates (including, but not limited to Great American Alliance Insurance Company, Great American Insurance Company of New York and Great American Assurance Insurance Company) is the surety.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the terms of the Act. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

This Coverage Part/Policy covers certain losses caused by terrorism. In accordance with the Federal Terrorism Risk Insurance Act of 2002, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the coverage arising from losses for Terrorist Acts Certified under that Act.

The portion of your annual premium that is attributable to coverage for Terrorist Acts Certified under the Act is : \$:00.

GREAT AMERICAN INSURANCE COMPANY

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than Five

No. **016174**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; for all obligees including any and all consents required by the Department of Transportation, State of Florida, incident to the release of retained percentages and/or final estimates; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Lewis Donald Rushing	Robert Harris Dixon Pensacola, Florida	All Unlimited
Alan Douglas Moore	Gilbert Oswald Bennett Pensacola, Florida	
Robert Corley McLendon	Panama City, Florida	

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of June, 2003
Attest
GREAT AMERICAN INSURANCE COMPANY

DOUGLAS R. BOWEN (513-369-3811)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 30th day of June, 2003, before me personally appeared DOUGLAS R. BOWEN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 28th day of September, 2004