

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Road Maintenance Bonds

DEPARTMENT: Public Works **DIVISION:** Roads - Stormwater

AUTHORIZED BY: *W. Gary Johnson* **CONTACT:** *Mark Flomerfelt* **EXT.** 5569
W. Gary Johnson, P.E. Mark Flomerfelt, P.E., Manager
Director, Dept. Public Works Roads-Stormwater Division

Agenda Date 3-08-05 **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 #98SB 103700939 in the amount of \$8,090.57, for the project known as Heather Glen.
District 3: Commissioner Van Der Weide
(Mark Flomerfelt)
- Release Road Maintenance Bond #28566 in the amount of \$24,555.32, for the project known as Bear Gully Subdivision.
District 1: Commissioner Dallari
(Mark Flomerfelt)

A two-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: Copy of Bonds

Reviewed by:
Co Atty: <u>NA</u>
DFS: <u>NA</u>
Other: <u>NA</u>
DCM: <u>SS</u>
CM: <u><i>[Signature]</i></u>
File No. <u>CPWR01</u>

SUBDIVISION AND SITE PLAN

MAINTENANCE BOND FOR PRIVATE ROAD

KNOW ALL MEN BY THESE PRESENTS:

That we, The Ryland Group, Inc. whose address is 605 E. Robinson St., Suite #750, Orlando, Florida 32801, hereinafter referred to as "PRINCIPAL" and Travelers Casualty and Surety Company of America, Whose Address is 6940 Columbia Gateway Drive Suite 200, Columbia, MD 21046, hereinafter referred to as "SURETY" are held and firmly bound unto the Heather Glen Homeowners Association whose address is 1175 Spring Center South Blvd., Suite 200, Altamonte Springs, Fl 32714 and each and all purchasers of lots within Heather Glen subdivision in Seminole County, Florida, and their heirs, successors and assigns, hereinafter referred to as the "Beneficiary" or "Beneficiaries" in the sum of Eight Thousand Ninety and 57/100 (\$8,090.57) Dollars lawful money of the United States of America, for payment of which we bind ourselves, heirs, executors and assigns, jointly and severally, firmly by these presents:

WHEREAS PRINCIPAL has constructed certain improvements, including streets, curbs and storm drains and other appurtenances in that certain subdivision described as Heather Glen, a plat of which is recorded in Plat Book 59, Pages 55 & 56, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated 27th day of September, 2000, and revised on May 4, 2001 and being filed with the Department of Environmental Services of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the each and every Beneficiary against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from October 12, 2001;

NOW THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the Beneficiaries against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from October 12, 2001, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Any Beneficiary may 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.

LAND DEVELOPMENT CODE

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 written the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default with 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 and filing the said plat 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.

Heather Glen
Private Road

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 12th day of October, 2001.

ADDRESS:
605 E. Robinson St.
Suite #750,
Orlando, Florida 32801

The Ryland Group, Inc.

(Principal)

By: [Signature]

Attest: [Signature]
(If a Corporation)

Travelers Casualty and Surety Company of America

(Surety)

ADDRESS:
6940 Columbia Gateway Drive
Suite 200
Columbia, MD 21046

By: [Signature]
Alexandria N. Gardner, Attorney-in-Fact

Attest: [Signature]
Donald R. Voorhees

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Shannon R. Keane, Alexandria N. Gardner, David C. Moylan, Julia B. Taylor, Susan B. Willett, of Washington, DC,** their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: 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.

VOTED: 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.

VOTED: 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.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: 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 upon the Company in the future with respect to any bond or undertaking to which it is attached.

APPROVED FORMS, ETC.

SUBDIVISION AND SITE PLAN

MAINTENANCE BOND FOR STREETS, CURBS, STORM DRAINS

KNOW ALL MEN BY THESE PRESENTS:

That we Whitemark Homes, Inc., whose address is 650 South Central Ave., Ste. 1000, Oviedo, FL 32765, hereinafter referred to as "PRINCIPAL" and Nova Casualty Company, whose address is 180 Oak Street, Buffalo, NY 14203-1610, 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 \$1 Twenty Four Thousand Five Hundred Fifty Five and 32/100 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 subdivision described as Bear Gulley, a plat of which is recorded in Plat Book 61, Page 1-5, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated July 26, ~~XX~~ 2002, 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 and to maintain said improvements for a period of two (2) years from 12/18/02, ~~XX~~ 2002;

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 and maintain said improvements for a period of two (2) years from 12/18/02, ~~XX~~ 2002, 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 and filing the said plat 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 10th day of October, 2002.

Address:

650 S. Central Ave., Ste. 1000
Oviedo, FL 32765

Whitemark Homes, Inc. (SEAL)

PRINCIPAL

By: [Signature] Its: VP/CFO
(If a corporation)

ATTEST: [Signature] Its: The Pres
(If a corporation)

Address:

180 Oak Street
Buffalo, NY 14203-1610

Nova Casualty Company (SEAL)

SURETY

By: [Signature]
Its Attorney-in-Fact David B. Shick
and Florida Resident Agent

ATTEST: [Signature]
Holly J. Dix, Witness

(App E, IDC, through Supp 16).

POWER OF ATTORNEY

No. 28566

Know all men by these Presents, that the **NOVA CASUALTY COMPANY**, a corporation of the State of New York, having its principal offices in the City of Buffalo, New York, does make, constitute and appoint

*****DAVID B. SHICK, DAVID R. TURCIOS & MARK J. CLEMENTS*****

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of
*****NOT TO EXCEED \$250,000.00*****

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **NOVA CASUALTY COMPANY** at a meeting duly called and held on the 18th day October, 1993:

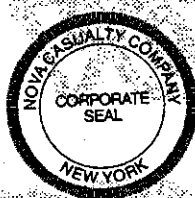
"RESOLVED, that the President, and Vice President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company: the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached: Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In Witness Whereof, the **NOVA CASUALTY COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Secretary, this 21st day of October, 1993

Attest:

Harsha Acharya

Harsha Acharya, Secretary



Norman F. Ernst

Norman F. Ernst, President

STATE OF NEW YORK }
COUNTY OF ERIE }

On the 21st day of October, 1993, before me personally came Norman F. Ernst, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Erie, State of New York; that he is the President of **NOVA CASUALTY COMPANY**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF NEW YORK }
COUNTY OF ERIE }



Kathleen A. Courtney

Kathleen A. Courtney
Notary Public, Erie Co., NY
My Commission Expires July 25, 1994

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **NOVA CASUALTY COMPANY**, a New York Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and Sealed at the City of Buffalo. Dated the 10th day of October 2002



H. C. Hoover

H. Christopher Hoover, Treasurer