

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Road Maintenance Bonds

DEPARTMENT: Public Works **DIVISION:** Road Operations & Stormwater

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

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|------------------------------------|---|--|---|--|
| Agenda Date <u>04-27-04</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 Road Maintenance Bond. District 5; Commissioner McLain; (Mark Flomerfelt).

BACKGROUND:

- Release Road Maintenance Bond #LC #6049196 in the amount of \$15,369.00 for the project known as Chase Townhomes Phase 1. District 5 – Commissioner McLain

A two-year maintenance inspection was conducted by staff for the above mentioned project and revealed to be satisfactory. Staff recommends the release of this bond.

Attachments: Copy of Bond

| | |
|--------------|---------------|
| Reviewed by: | |
| Co Atty: | <u>NA</u> |
| DFS: | <u>NA</u> |
| Other: | <u>NA</u> |
| DCM: | <u>SS</u> |
| CM: | <u>KL</u> |
| File No. | <u>CPWR01</u> |

SUBDIVISION AND SITE PLAN
PRIVATE ROAD MAINTENANCE BOND

BOND NO 6049196

KNOW ALL MEN BY THESE PRESENTS:

That we Pulte Home Corporation, hereinafter referred to as "Principal" and Safeco Insurance Company of America hereinafter referred to as "Surety" are held and firmly bound unto the Chase Townhomes Homeowners Association and each and all purchasers of lots within Chase Townhomes subdivision in Seminole County, Florida, and their heirs, successors and assigns, hereinafter referred to as the "Beneficiary" or "Beneficiaries" in the sum of \$(10% of original approved estimate or contract cost) for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

* fifteen thousand three hundred sixty nine and 00/100 (\$15,369.00)

WHEREAS Principal has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as Chase Townhomes, a plat of which is recorded in Plat Book 57, Page 15, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated August 25, 1999, and filed with the County Engineer of Seminole County; and

WHEREAS, Principal is obligated to protect 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 19 2000,

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 2000 ~~1999~~ 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.

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 any Beneficiary, or an 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, any Beneficiary, in view of the 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 agrees.

The Principal and Surety further jointly and severally agree that the Beneficiaries shall have the right to correct said defects resulting from faulty materials or workmanship in case the Principal shall fail or refuse to do so, and

LAND DEVELOPMENT CODE

in the event the Beneficiaries should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally hereunder to reimburse the Beneficiaries 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.

[This Bond shall be held by Seminole County, a political subdivision of the State of Florida, on behalf of Beneficiaries and maintained in the public records of Seminole County.]

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this 19th day of April, 2000.

Address:
555 Winderley Place, Suite 420
Maitland, FL 32751

Pulte Home Corporation (SEAL)
Principal Calvin R. Boyd

By: Calvin R. Boyd Its: Dir. of Treasury Operations
(If a corporation)

ATTEST: Nancy H. Gawthrop Its: Assistant Secretary
(If a corporation)
Nancy H. Gawthrop

Address:
Millennium Corporate Park
Building C
18400 Northeast Union Hill Road
Redmond, WA 98052

Safeco Insurance Company of America (SEAL)
Surety

By: Robert Porter
Its Attorney-in-Fact Robert Porter

ATTEST: Marcia G. Howard
Marcia G. Howard

(App E, LDC, through Supp 16).



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 8011

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****COLETTE R. ZUKOFF; SUZANNE TREPPA; JOHN R. STOLLER; VINCENT J. FREES; CALVIN R. BOYD; JULIA T. CORCORAN; MAUREEN E. THOMAS; JANE K. BOTTING; BRUCE E. ROBINSON; ROBERT PORTER; Bloomfield Hills, Michigan*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 31st day of January, 2000

[Signature of R.A. Pierson]

R.A. PIERSON, SECRETARY

[Signature of W. Randall Stoddard]

W. RANDALL STODDARD, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

*On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof.*

I, R.A. Pierson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 19TH day of APRIL, 2000



[Signature of R.A. Pierson]

R.A. PIERSON, SECRETARY

