

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approve the release of the original Water & Sewer Maintenance Bond in the amount of \$7,003.34 for the project known as SR 426 Office Park

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: Joe Forte

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve the release of the original Water & Sewer Maintenance Bond in the amount of \$7,003.34 for the project known as SR 426 Office Park.

District 1 Bob Dallari

Bob Briggs

BACKGROUND:

SR 426 Office Park has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Maintenance Bond #3-944-349 in the amount of \$7,003.34.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the release of the original Water & Sewer Maintenance Bond in the amount of \$7,003.34 for the project known as SR 426 Office Park.

ATTACHMENTS:

1. Request for Release and Copy of Bond

Additionally Reviewed By: No additional reviews



March 23, 2009

Ms. Becky Noggle
Sr. Utilities Inspector
Environmental Services Dept.
500 West Lake Mary Blvd
Sanford, FL 32773

Re: Maintenance Bond Release

Project Name: SR 426 Office Park
Bond#3-944-349
Amount of \$7,003.34
District #1

Dear Ms. Noggle;

CW Hayes Construction Company is requesting the release of the above mentioned Maintenance Bond. Please submit our request to the Board of County Commissioners for the Regular Board Session. Should you need further information please contact Roxie Dehnert at 407-366-1564.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Wayne Hayes', with a long horizontal flourish extending to the right.

C. Wayne Hayes
President

CC: Steven Ratcliff

Florida CGC034855
Georgia
North Carolina 32474
South Carolina G15674
Tennessee 35336
Kentucky
Alabama 20946
Mississippi 10027
Virginia 2705031930A
Texas
Louisiana 33376

P. O. Box 621294
Oviedo, Florida 32762-1294
Phone (407) 366-1564
Fax (407) 366-3835

ENVIRONMENTAL SERVICES DEPARTMENT



March 10, 2009

CW Hayes Construction Co.
821 Executive Dr.
Oviedo, FL 32765

Re: Maintenance Bond

Project Name: SR 426 Office Park
Bond# 3-944-349
Amount: \$7003.34
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 3/10/09 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 3/10/09, 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 the Maintenance 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

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That we, C. W. Hayes Construction Company whose address is 821 Executive Drive, Oviedo, FL 32765, hereinafter referred to as "PRINCIPAL," and The Ohio Casualty * whose address is 9450 Seward Road, ** hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," in the sum of \$7,003.34 (10% of original approved estimate or contract cost) for the payment of which we bind ourselves, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents: * Insurance Company ** Fairfield, OH 45014

WHEREAS, the PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as 426 Office Park, 2461 SR 426, *** a plat of which is recorded in Plat Book 6, Page 97, Public Records of Seminole County, Florida; and *** Oviedo, FL 32765

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated October 31, 2005, and filed with the COUNTY Department of Environmental Services; 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 February 21, 2007,

NOW, THEREFORE, the condition of this obligation is such that if the 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 February 21, 2007, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The COUNTY Department of Environmental Services 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 costs. 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.

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 be jointly and severally liable hereunder to reimburse the COUNTY the total costs thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages either direct or consequent which have been sustained on account of the failure of the PRINCIPAL to correct such defects.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this 21st day of February, 2007.

RETURN TO SANDY MCCANN

821 Executive Drive, Oviedo, FL 32765
Address

[CORPORATE SEAL]

9450 Seward Road, Fairfield, OH 45014
Address

[CORPORATE SEAL]

C. W. Hayes Construction Company (PRINCIPAL)
By: [Signature] (Signature)
its [Signature] (Title)

The Ohio Casualty Insurance Company (SURETY)
By: Teresa L. Durham (Signature)
its Attorney-in-Fact
Teresa L. Durham, Attorney-in-Fact and
FL Licensed Resident Agent, 407-786-7770

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No. 38-703

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint Jeffrey W. Reich, Susan L. Reich, Kim E. Niv, Teresa L. Durham, Leslie M. Donahue, Patricia L. Slaughter, J. Gregory Mac Kenzie, Walter N. Myers, Deborah Mahl or Don Bramlage of Altamonte Springs, Florida its true and lawful agent (s) and 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 RECOGNIZANCES, not exceeding in any single instance SIX MILLION (\$6,000,000.00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 7th day of June, 2005.



Sam Lawrence

Sam Lawrence, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 7th day of June, 2005 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says, that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Cheryl S. Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 6, 2007.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings 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. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this **21st** day of **February**, **2007**.



Mark E. Schmidt

Assistant Secretary