Drain: BEAR SUIDE DRAIN	Drain #:_ <b>3</b> 03		
Improvement/Arm: <u>VINTAGE WOODS</u>			
Operator: <u> </u>	Date:		
Drain Classification: U <u>rban</u> /Rural	Year installed: 200)		

## **GIS Drain Input Checklist**

•	Digitize & Attribute Tile Drains	-
•	Digitize & Attribute Storm Drains	
•	Digitize & Attribute SSD	
•	Digitize & Attribute Open Ditch	•
•	Sum drain lengths & Validate	
•	Enter Improvements into Posse	Jag. 10-22
•	Enter Drain Age into Posse	tol
•	Sum drain length for Watershed in Posse	me
•	Stamp Plans	$\overline{}$
•	Pull Source Documents for Scanning	089. 10-22

STATE OF INDIANA )
) SS:
COUNTY OF HAMILTON )

TO: Hamilton County Drainage Board, Noblesville, Indiana % County Surveyor, Courthouse, Noblesville, Indiana

In the matter of Vintage Woods Subdivision,

Section Bear Slide Creek (Vintage Drain Petition.

• Woods)

Petitioner is the owner of all lots in the land affected by the proposed new regulated drain. The drainage will affect various lots in Vintage

woods , a subdivision in Hamilton County, Indiana. The general route of such drainage shall be in existing easements and along public roads as shown in the plans on file in the Surveyor's Office.

Petitioner believes that the cost, damages and expenses of the proposed improvement will be less than the benefits which will result to the owners of the land likely to be benefited thereby. Petitioner believes the proposed improvement will:

- (a) improve public health
- (b) benefit a public street
- (c) be of public utility

Petitioner agrees to pay the cost of construction of the drainage system and requests periodic maintenance assessments by the Board thereafter. The Petitioner also agrees to the following:

1. To provide the Drainage Board a Performance Bond for the portion of the drainage system which will be made a regulated drain. The bond will be in the amount of 100% of the Engineers estimate. The bond will be in effect until construction of 100% of the system is completed and so certified by the Engineer.

- 2. The Petitioner shall retain the Engineer throughout the construction phase. At completion of the project the Petitioners Engineer shall certify that the drainage system which is to be maintained as a regulated drain has been constructed as per construction plans.
- 3. The Petitioner shall request all changes from the approved plan prior to implementation of the change. All changes shall be documented and given to the Surveyor to be placed in the Drain file.
- 4. The Petitioner shall instruct his Engineer to provide a a reproducable print on a 24" x 36" mylar of the final design of the Drainage System. This shall be submitted prior to the release of the Performance Bond.
- 5. The Petitioner shall comply with the Erosion Control Plan as specified on the construction plans. Failure to comply with the Erosion Control Plan shall be determined by the Board as being an obstruction to the drainage system. The Surveyor shall immediately install or repair the needed measures as per IC 36-9-27-46.

The Petitioner further requests that the Drain be classified as an Urban Drain.

PRINTED NAME

PRINTED NAME

PRINTED NAME

PRINTED NAME

PRINTED NAME

RECORDED OWNER (S) OF LAND INVOLVED

DATE 6-28-2001



Kenton C. Ward, Surveyor Phone (317) 776-8495 Tax (317) 776-9628

Suite 188 One Hamilton County Square Noblesville, Indiana 46060-2230

October 22, 2001

To: Hamilton County Drainage Board

RE: Bear Slide Drain, Vintage Woods Arm

Attached is a petition, non-enforcement request, plans, calculations, quantity summary and assessment roll for the Vintage Woods Arm, Bear Slide Drain. I have reviewed the submittals and petition and have found each to be in proper form.

I have made a personal inspection of the land described in the petition. Upon doing so, I believe that the drain is practicable; will improve the public health; benefit a public highway and be of public utility; and that the costs, damages and expenses of the proposed drain will probably be less than the benefits accruing to the owners of land likely to be benefited. The drain will consist of the following:

Open Ditch	305ft	15" RCP	100ft	24" RCP	489ft
6" SSD	8232ft	18" RCP	826ft	27" RCP	1792ft
12" RCP	595ft	21" RCP	334ft	18" CMP	60ft

The total length of the drain will be 12,733 feet.

The Ed Waltz Drain which runs along the West property line was extended to 231<sup>st</sup> Street by the Board at hearing on April 27, 1998. The open ditch listed above are those sections between lot 16 and 17 from STR 131 to the Waltz Drain and between lot 14 and Block B from STR 140 to the Waltz Drain. Also included is the portion of the ditch between STR 99 and the 18" CMP under 231<sup>st</sup> in the Southwest corner of lot 1.

The subsurface drains (SSD) to be part of the regulated drain are those located under the curbs. Only the main SSD lines which are located within the right of way are to be maintained as regulated drain. Laterals for individual lots will not be considered part of the regulated drain.

The 18" CMP listed about is the culvert pipe under 231st Street in the Southwest corner of lot 1.

I have reviewed the plans and believe the drain will benefit each lot equally. Therefore, I recommend each lot be assessed equally. I also believe that no damages will result to landowners by the construction of this drain. I recommend a maintenance assessment of \$55.00 per lot, \$5.00 per acre for roadways, with a \$55.00 minimum. With this assessment the total annual assessment for this drain/this section will be \$1,722.76.

Parcels assess for the drain will also be assessed for the Ed Waltz Drain.

I believe this proposed drain meets the requirements for Urban Drain Classification as set out in IC 36-9-27-67 to 69. Therefore, this drain shall be designated as an Urban Drain.

I recommend that upon approval of the above proposed drain that the Board also approve the attached non-enforcement request. This request is for the reduction of the regulated drain easement to those easement widths as shown on the secondary plat for Vintage Woods as recorded in the office of the Hamilton County Recorder.

I recommend the Board set a hearing for this proposed drain for November 26, 2001.

Kenton C. Ward

Hamilton County Surveyor

KCW/mkh



## WEIHE ENGINEERS, INC.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

RE: VINTAGE WOODS SUBDIVISON

To whom it may concern:

The following Engineers estimate is provided for the above tract:

### STREETS:

Stone Base, HAC Binder, HAC Surface: \$101,434 Concrete Curbs 27,220 Street Name and Regulatory Signs 750

Total (Streets)

\$129404

### OTHER ITEMS:

Storm Sewer & Subsurface Drains: \$125,000 Erosion Control: \$8000 Monuments and markers \$1000

Allan H. Weihe, Reg. P.E., Indiana, #8827

BROSTERS REGISTERS REGISTE

JUN 1 8 2001

OFFICE OF HAMSLICH COUNTY SURVEYOR

### AIA Document A312

## **Performance Bond**

Bond No. 08078348

Any singular reference to Contractor, Surety, Owner or other p	arty shall be considered plural w	here applicable.
CONTRACTOR (Name and Address):	SURETY (Name and Principa	al Place of Business):
Central Engineering & Construction Associates, Inc. 3862 N. Commercial Pkwy. Indianapolis, IN 46204	Fidelity and Deposit Compan 2255 One Indiana Square Indianapolis, IN 46204	y of Maryland
OWNER (Name and Address):		
Hamilton County Surveyor One Hamilton County Square, Suite 146 Noblesville, IN 46060		
CONSTRUCTION CONTRACT		
Date: June 14, 2001 Amount: One Hundred Thirty Four Thousand, and 00/100 (\$Description (Name and Location):Storm Sewer & Subsurface D	3134,000.00) Frains, Monumentation & Erosion	n Control for Vintage Woods
BOND Date (Not earlier than Construction Contract Date): Amount: One Hundred Thirty Four Thousand, and 00/100 (\$1	June 15, 2001 34,000.00)	,
Modifications to this Bond:	□ None	☐ See Page 3
CONTRACTOR AS PRINCIPAL Company: (Corporate Seal)	SURETY Company:	(Corporate Seal)
Central Engineering & Construction Associates, Inc.  Signature: Development of the Powers PRESIDENTH POWERS	Fidelity and Deposit Company  - Signature:  Name and Title:  Liana M. S	M. Shilt
(Any additional signatures appear on page 3)		
(FOR INFORMATION ONLY - Name, Address and Telephone) AGENT or BROKER:	OWNER'S REPRESENTATIV	/E (Architect, Engineer or
Pillar Group P.O. Box 40309 Indianapolis, IN 46240 317-251-7100	• • • • • • • • • • • • • • • • • • • •	

The Language in this document conforms exactly to the language used in AIA Document A312, December, 1984 edition, Third Printing, March, 1987.

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
- 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - **4.2.** Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be

- prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds, executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
  - .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
- 5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and

resulting from the actions or failure to act of the Surety under Paragraph 4; and

- 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11 When this Bond has been furnished to comply with

### MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 12 DEFINITIONS.

- 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(Space is provided below for additio page.)	nal signatures of ad	ded parties, other than tho	se appearing on the cover
CONTRACTOR AS PRINCIPAL Company:	(Corporate Seal)	SURETY Company:	(Corporate Seal)
Signature: Name and Title:		Signature:Name and Title:	
Address:		Address:	

## Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND HOME OFFICE: 3910 KESWICK ROAD, BALTIMORE, MD 21211

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and J. G. HAMILTON, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint P. R. PETERSON, Daniel T. TOUW, Stuart P. PETERSON, Liana M. SHELTON, Donald C. ARBOGAST, JR. and Norma J. LERCH, all of Indianapolis, Indiana, E. CH its true and lawful agent and Attorney-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 and undertakings and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, 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 Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of P. R. Peterson, and etal, dated April 3, 1990.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and tenow in force.

IN WITNESS WHEREOF, the said Vice President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said EDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of May, A.D. 2001.

ATTEST:



FIDELITY AND DEPOSIT COMPANY OF MARYLAND

J. G. Hamilton

Assistant Secretary

Paul C. Rogers

Vice President

State of Maryland County of Harford SS:

On this 10th day of May, A.D. 2001, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and J. G. HAMILTON, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

NOTARY PUBLIC P

Patricia A. Trombetti

Notary Public

My Commission Expires: October 9, 2002

### EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

#### **CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

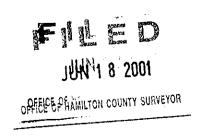
RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

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his 10	_day of	<u>oure</u>			
				del Amehic	Į

Assistant Secretary



# Fidelity and Deposit Company of Maryland Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

### RIDER

KINOW ALL ME	A DY THESE	PRESENTS, that <u>Central Engineering and Construction Associates, Inc.</u> , as
Principal(s) and	FIDELITY AN	ND DEPOSIT COMPANY OF MARYLAND, as Surety, under Bond No08078348
dated the15	5 <sup>th</sup> day of <u>J</u>	une, 20 <u>01_,</u> in favor of <u>Hamilton County Surveyor and Hamilton County Board</u>
of Commissioner	<u>rs</u> , as Ob	oligee, agree that the <u>Name of Principal</u> of said Bond be amended as follows:
FF	ROM:	Central Engineering and Construction Associates, Inc.
TO	O:	Central Engineering and Construction Associates, Inc. AND Vintage Development, Inc.
	expressly mo	ER, that said bond shall be subject to all its agreements, limitations and conditions odified, and further that this bond and all riders attached thereto, including this rider, shall
THIS RID	ER shall bec	ome effective as of the <u>15<sup>th</sup></u> day of <u>June</u> , 20 <u>01</u> .
SIGNED,	sealed, and	dated this <u>21st</u> day of <u>June</u> , 20 <u>01</u> .
•		

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



## Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND HOME OFFICE: 3910 KESWICK ROAD, BALTIMORE, MD 21211

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and J. G. HAMILTON, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint P. R. PETERSON, Daniel T. TOUW, Stuart P. PETERSON, Liana M. SHELTON, Donald C. ARBOGAST, JR. and Norma J. LERCH, all of Indianapolis, Indiana, Each its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and its act and deed: any and all bonds and undertakings and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been all years and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of P. R. Peterson, and etal, dated April 3, 1990.

The said Assistant Secretary does hereby certify that the extract sectorth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and senow in force.

IN WITNESS WHEREOF, the said Vice President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said EDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of May, A.D. 2001.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ノ milton Assistant Secretary

J. G. Hamilton

Ву:

Paul C. Rogers

Vice President

State of Maryland State of Maryland State of Maryland

On this 10th day of May, A.D. 2001, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and J. G. HAMILTON, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Tat

Patricia A. Trombetti

Notary Public

My Commission Expires: October 9, 2002

NOTARY PUBLIC

## EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

#### **CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this day of whe , 2001.	
	Ad Doncher

Assistant Secretary

F 1 L E D

JUN 2 6 2001

ROYSYRUE TIMECO COUNTY SURVEYOR

## Fidelity and Deposit Company of Maryland Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

## **Dual Obligee Rider**

TO BE ATTACHED TO AND FORM PART OF Performance Bond No.
08078348, dated concurrently with the execution of this Rider, issued by the
FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a Maryland Corporation as
Surety, on behalf of Central Engineering & Construction Associates, Inc.
Principal, and in favor of Hamilton County Surveyor, One Hamilton County
Square, Suite 146, Noblesville, IN 46060 AND Hamilton County Board of
Commissioners, One Hamilton County Square, Suite 146, Noblesville, IN 46060 as Obligees.
as Obligees.
IT IS HEREBY UNDERSTOOD AND AGREED that the above described bond is hereby amended to include the following paragraph:
"Notwithstanding anything contained herein to the contrary, there shall be no liability on the part of the principal or surety under this bond to the Obligees, or either of them, unless the Obligees, or either of them shall make payments to the Principal, or to the surety in case it arranges for completion of the Contract upon default of the Principal, strictly in accordance with the terms of said Contract as required to be performed under said Contract at the time and in the manner therein set forth"
IT IS FURTHER UNDERSTOOD AND AGREED that nothing herein contained shall be held to change, alter or vary the terms of the above described bond except as nereinbefore set forth.
SIGNED, SEALED AND DATED this 21st day of June, 20 01.
Central Engineering and Construction Associates, Inc.
By: Lemstran town
Fidelity and Deposit Company of Maryland
By: June Shelton, Attorney-In-Fact

## Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND HOME OFFICE: 3910 KESWICK ROAD, BALTIMORE, MD 21211

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and J. G. HAMILTON, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint P. R. PETERSON, Daniel T. TOUW, Stuart P. PETERSON, Liana M. SHELTON, Donald C. ARBOGAST, JR. and Norma J. LERCH, all of Indianapolis, Indiana, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and its act and deed: any and all bonds and undertakings and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been only executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of P. R. Peterson, and etal, dated April 3, 1990.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and tenow in force.

IN WITNESS WHEREOF, the said Vice President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said EDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of May, A.D. 2001.

ATTEST:



FIDELITY AND DEPOSIT COMPANY OF MARYLAND

J. G. Hamilton

Assistant Secretary

Paul C. Rogers

Vice President

State of Maryland County of Harford ss

On this 10th day of May, A.D. 2001, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and J. G. HAMILTON, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

NOTARY PUBLIC PUBLIC PUBLIC PORTO COUNTY

Patricia A. Trombetti

Notary Public

My Commission Expires: October 9, 2002

## EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

#### **CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 215t	day of	June	······································	2001.	
					Ad Lencher Assistant Secretary

JUN 2 6 2001

ORFICE OF HAMILTON COUNTY SURVEYOR

## **Bond Safeguard**



A312-1984 1

1919 S. Highland Avenue, Bldg. A-Suite 300 Lombard, Illinois 60148-4979

HCDB-20	04-000Sa
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748 E. Bates #200 Indpls 46202

A312, DECEMBER, 1984 EDITION, THIRD PRINTING, MARCH, 1987.

(317) 488-5571

#### AIA Document A312 Performance Bond No. 5012142 Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. CONTRACTOR (Name and Address): SURETY (Name and Principal Place of Business): Infrastructure Contractors, Inc. BOND SAFEGUARD INSURANCE COMPANY 15530 Stony Creek Way 1919 Highland, A300 Noblesville, IN 46060 Lombard, Illinois 60148 OWNER (Name and Address): Board of Hamilton County Commissioners One Hamilton Square Noblesville, IN CONSTRUCTION CONTRACT Date: June 29, 2004 Amount: \$163,500 Description (Name and Location): Vintage Woods, Sect. 2, Erosion Control, Storm & Monuments Date (Not earlier than Construction Contract Date): June 29, 2004 Amount: \$163,500 Modifications to this Bond: x NONE See Page 3 CONTRACTOR AS PRINCIPAL **SURETY** BOND SAFEGUARD INSURANCE COMPANY Infrastructure Contractors (Corporate § (Corporate Seal) Signature: Signature: Name and Title: Name and I Attorney-in-Fact Leo LaGrotte, This bond shall not be valid or enforceable until executed by all parties named herein. (ANY ADDITIONAL SIGNATURES APPEAR ON PAGE 3 AND 6) (FOR INFORMATION ONLY - Name, Address and Telephone) AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party): Indpls Ins Group, Inc.

THE LANGUAGE IN THIS DOCUMENT CONFORMS EXACTLY TO THE LANGUAGE USED IN AIA DOCUMENT

## CERTIFICATE OF COMPLETION AND COMPLIANCE

To: Hamilton County Surveyor
Re: Vintage Woods Subdivision
I hereby certify that:
1. I am a Registered Land Surveyor or Engineer in the State of Indiana.
2. I am familiar with the plans and specifications for the above referenced subdivision.
3. I have personally observed and supervised the completion of the drainage facilities for the above referenced subdivision.
4. The drainage facilities within the above referenced subdivision to the best of my knowledge information and belief have been installed and completed in comformity with all plans and specifications.
Signature: Date: Sept 16, 2004  Type or Print Name: Allan H. Weihe
Business Address: 10505 N. College Avenue, Indinaapolis, IN. 46280
Dushiess Address. Vosos W. Correge Avenue, Indinaaporis, IN. 40200
Telephone Number: 846+6611
SEAL INDIANA REGISTRATION NUMBER  P.E. #8827  STATE OF  INDIANA REGISTRATION NUMBER  P.E. #8827

### CERTIFICATE OF COMPLETION AND COMPLIANCE

To: Hamilton County Surveyor
Re: Vintage Woods Storm
I hereby certify that:
1. I am a Registered Land Surveyor or Engineer in the State of Indiana.
2. I am familiar with the plans and specifications for the above referenced subdivision.
3. I have personally observed and supervised the completion of the drainage facilities for the above referenced subdivision.
4. The drainage facilities within the above referenced subdivision to the best of my knowledge, information and belief have been installed and completed in comformity with all plans and specifications.
Signature: March 29, 2002  Type or Print Name: Allan H. Weihe
Business Address: 10505 N. College Avenue
Indianapolis, Indiana 46280
Telephone Number: 317-846-6611
·
SEAL INDIANA REGISTRATION NUMBER
AN H. WELLING 8827
No.  STATE OF





Kenton C. Ward, Surveyor Phone (317) 776-8495 Fax (317) 776-9628

Suite 188 One Hamilton County Square Noblesville, Indiana 46060-2230

To: Hamilton County Drainage Board

September 1, 2005

Re: Bearslide Drain: Vintage Woods Arm

Attached are as-builts, certificate of completion & compliance, and other information for Vintage Woods. An inspection of the drainage facilities for this section has been made and the facilities were found to be complete and acceptable.

During construction, changes were made to the drain, which will alter the plans submitted with my report for this drain-dated October 22, 2001. The report was approved by the Board at the hearing held November 26, 2001. (See Drainage Board Minutes Book 6, Pages 221-223) The changes are as follows:

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Structure:	Length:	Size	Material:	Up Invert:	Dn_Invert	Grade:	Changes
319-317A	334	21	RCP	850.01	848.08		Changes:
317A-317	151	24	RCP			0.58	
317-316				848.08	847.33	0.5	
	149	24	RCP	847.33	846.58	0.5	
316-312	148	24	RCP	846.58	845.92	0.45	
312-311	211	27	RCP	845.92	844.77	0.55	
134-133	28	15	RCP	844.25	843.99	0.93	
133-131	247	18	RCP	843.99	842.53	0.59	
315-314	28	12	RCP	845.47	845.26	0.75	
314-311	16	12	RCP	845.26	844.77	3.06	
313-312	280	18	RCP	847.67	845.92	0.63	
102-101	31	12	RCP	841.67	841.2	1.52	
101-100	44	12	RCP	841.2	840.93	0.61	
100-99	72	15	RCP	840.93	840.43	0.69	
139-140	125	27	RCP	843.22	842.44	0.62	
135-136	216	18	RCP	844.76	844.21	0.25	
136-138	41	24	RCP	844.21	843.92	0.71	
137-138	41	12	RCP	844.12	843.92	0.49	
138-139	106	27	RCP	843.92	843.22	0.66	
321-318	28	12	RCP	851.91	852.08	0.29	
318-317a	13	12	RCP	848.6	848.08	4	
311-310	150	27	RCP	844.77	844.01	0.51	
310-306	226	27	RCP	844.01	842.88	0.5	37
306-305	256	27	RCP	842.88	841.65	0.48	33

			Othor	1 1 "			
307-306	275	12	RCP	844.31	842.88	0.52	-51
308-307	46	12	RCP	844.53	844.31	0.48	35
309-308	28	12	RCP	845.02	844.53	1.75	
309A-309	13	12	RCP	847.03	845.02	14.98	
323-304	45	12	RCP	841.49	841.49	0.04	
322-302	83	12	RCP	839.15	838.38	0.39	
302-301	165	27	RCP	838.83	838.06	1.68	
303-302	115	27	RCP	839.46	838.83	0.55	
304-303	400	27	RCP	841.47	839.46	0.5	
305-304	38	27	RCP	841.65	841.47	0.47	

#### 6" SSD Streets:

Sonoma	
Ln	2156.5
Napa Ct	542.5
Marin Dr	1454.5

Totalx2: 8307

Othici		
Drain:		RCP Pipe Totals:
Open		
Ditch	226	12

60

286

12	691
15	100
18	743
21	334
24	489
27	1792
Total	4140

Total: 4149

The length of the drain due to the changes described above is now 12,742 feet.

18" CMP

Total:

The non-enforcement was approved by the Board at its meeting on November 26, 2001 and recorded under instrument #200200027630.

The following sureties were guaranteed by Fidelity & Deposit Company and released by the Board on its August 22, 2005 meeting.

Bond-LC No: 08078348, 5012142

Insured For: Storm Sewers, Erosion Control, Monuments

Amounts: \$134,000; \$163,500

**Issue Dates:** June 21, 2001; June 29, 2004

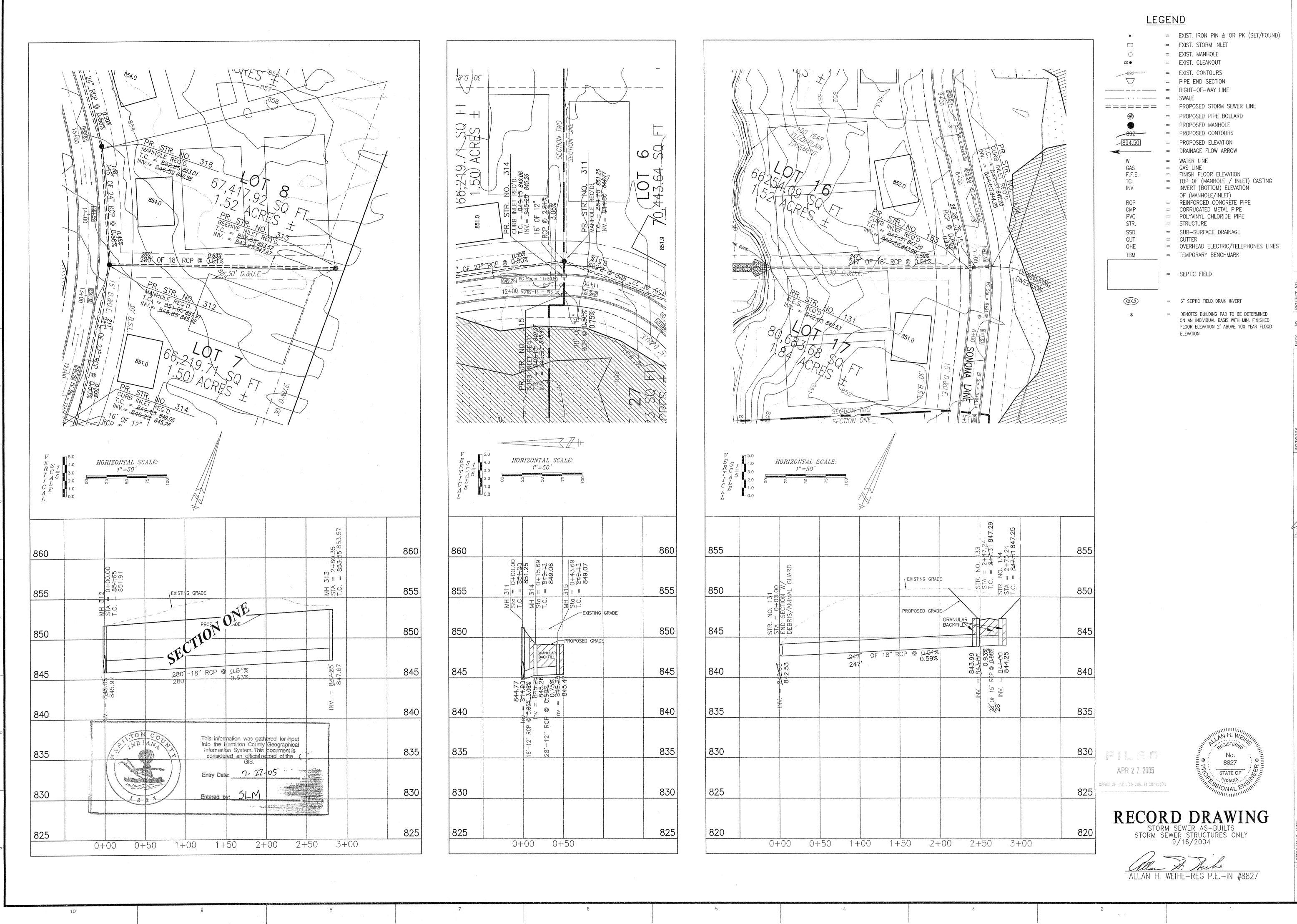
I recommend the Board approve the drain's construction as complete and acceptable.

Sincerely,

Kenton C. Ward,

**Hamilton County Surveyor** 

KCW/slm

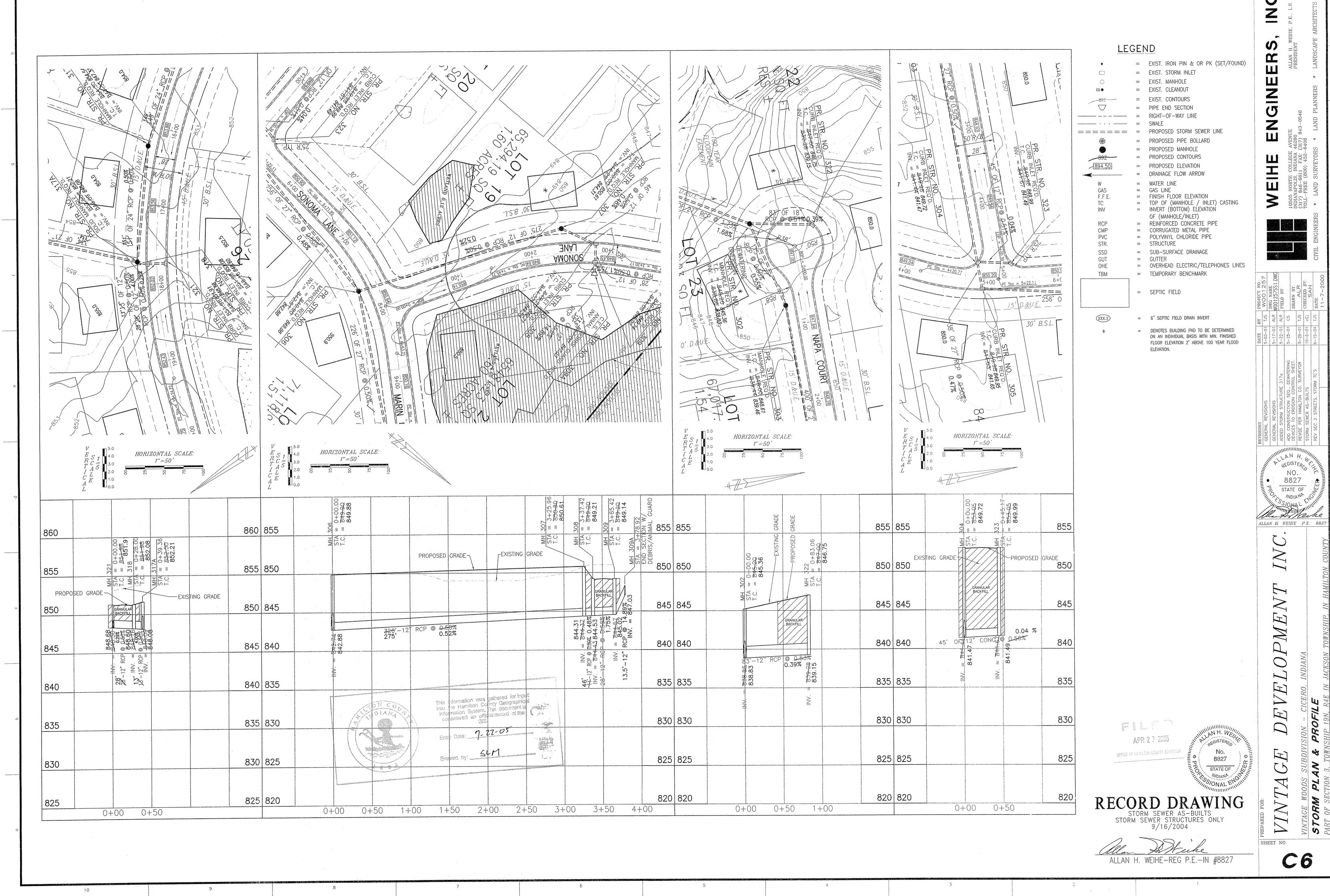


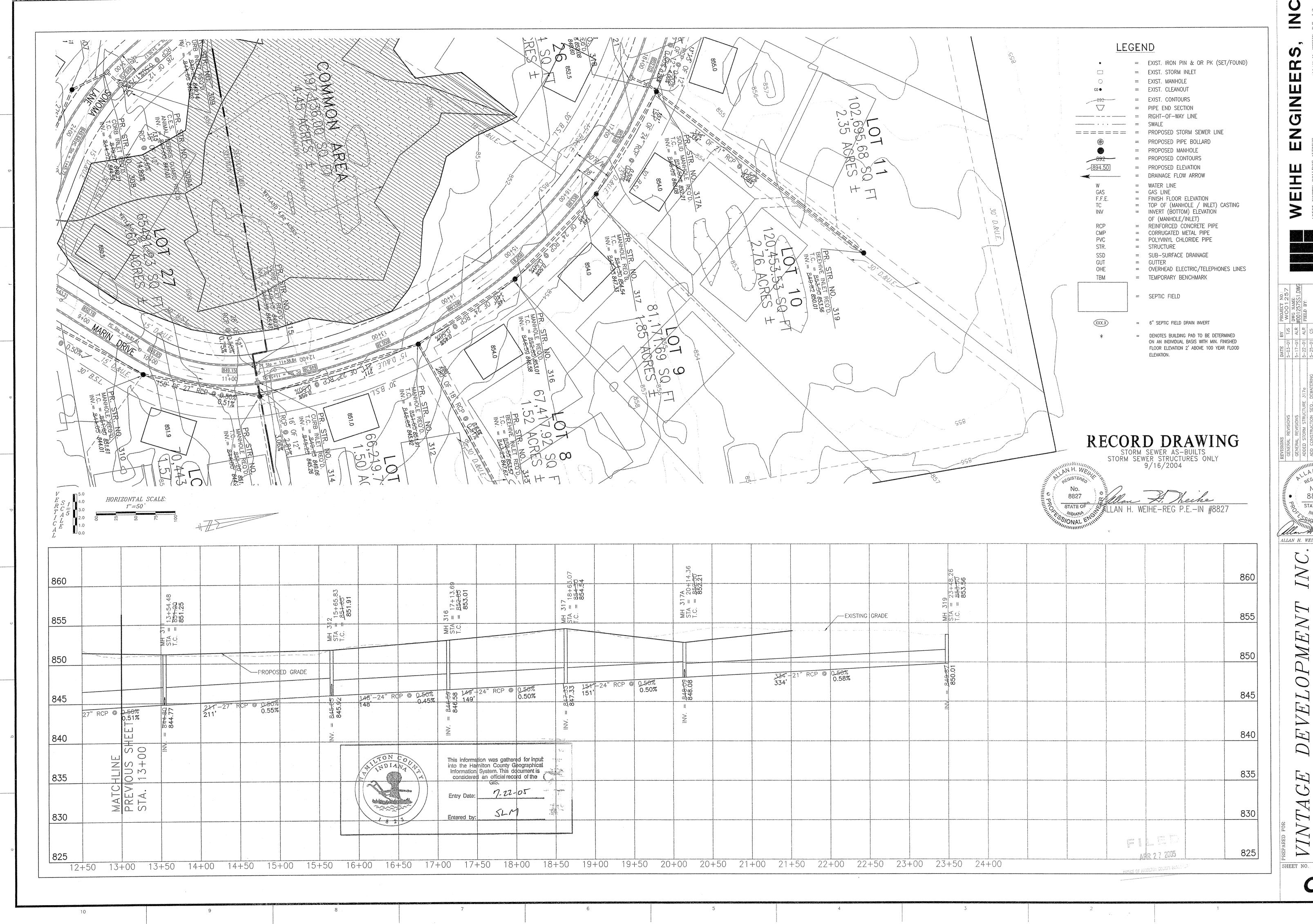
ALLAN H. P. REGISTERS NO. • 8827 STATE OF MDIANA

ALLAN H. WEIHE P.E. 882

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ALLAN H. NO. 8827 STATE OF MDIANA

ALLAN H. WEIHE P.E. 8827

