

COMMERCIAL PERFORMANCE BOND

Bond No. BX0074499

KNOWN ALL MEN BY THESE PRESENTS, That we, Williams Construction Company LLC, as Principal, and Jet Insurance Company a corporation organized and doing business under and by virtue of the laws of the State of Florida and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the aggregate sum of Thirty two thousand four hundred fifty (\$ 32,450.00 Dollars (hereinafter the "Total Penal Sum"), for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has agreed to construct the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), for the Inwood Duplexes project located at 3222 Avenue W NW Winter Haven, FL. 33880 (the "Project"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with the County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to provide this Bond to guarantee completion of the Improvements.

NOW, THEREFORE, the conditions of this Bond are as follows:

1. The Principal shall complete the Improvements in accordance with the Plans and LDC to the satisfaction of the Polk County Land Development Division by _____, or such later date that the Obligee may approve in writing. The Bond shall commence upon the date of issue by the Surety and shall remain in full force and effect until the Obligee releases it (the "Coverage Period"). The Surety shall not terminate this Bond until the Coverage Period has ended.
2. The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the required Improvements within the time specified in Paragraph 1, above, the Surety, upon written notice from the Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.
3. The Surety further agrees that the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and

Initials: SW

the Surety shall forthwith pay the Obligees said amount within thirty (30) days of Obligees written notification, for Obligees to construct, or caused to be constructed the Improvements if the Principal should fail or refuse to do so. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the Total Penal Sum of this Bond.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligees shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligees, including court costs and attorney's fees, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.
5. All notices, demands and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety:
Jet Insurance Company
6701 Carmel Rd Ste 250
Charlotte, NC 28226

The Principal:
Williams Construction Company
4100 Spirit Lake Road suite 1
Winter Haven, FL 33880

The Obligees:
Polk County, Land Development Division
330 W. Church St.
PO Box 9005—Drawer GM03
Bartow, FL 33831-9005

6. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or deletion to the Improvements shall in any way affect the Surety's obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the Improvements or the Plans, specifications and schedules.

THIS BOND DATED THE 6th DAY OF October, 2025,
(the date of issue by the Surety).

Teresa D. Williams
Witness

Teresa D. Williams
Printed Name

Sherri Lucius
Witness

Sherri Lucius
Printed Name

Nick Brady
Witness

Nick Brady
Printed Name

Eric Jingle
Witness

Eric Jingle
Printed Name

PRINCIPAL:

Williams Construction Company

Name of Corporation

By: [Signature]

Steven Williams

Printed Name

Title: **President**

(SEAL)

SURETY:

Jet Insurance Company

Name of Corporation

By: [Signature]

David Gonsalves

Printed Name

Title: **Attorney in Fact**

(SEAL)



(Attach power of attorney)

**JET INSURANCE COMPANY
POWER OF ATTORNEY**

NOW ALL BY THESE PRESENTS: That **JET INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of North Carolina, having its principal office in Charlotte, North Carolina does hereby constitute and appoint

Name	Limit of Liability per Bond
David Gonsalves	\$32,450.00

its true and lawful Attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, provided that the liability of such shall not exceed the limit stated above.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **JET INSURANCE COMPANY** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of the following resolutions adopted by the Board of Directors of **JET INSURANCE COMPANY** by unanimous written consent dated August 03, 2018, of which the following is a true excerpt:

RESOLVED that the President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, attach the Seal of the Company thereto and deliver, bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted by unanimous written consent dated August 3, 2018, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution on behalf of the Company and delivery of any bond, undertaking, contract of indemnity, recognizance and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed

IN WITNESS WHEREOF, **JET INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 17th day of May, 2023.



JET INSURANCE COMPANY

Spencer Silno, President

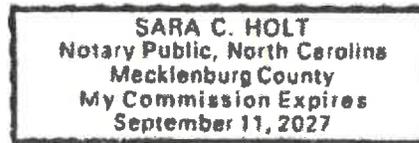
Richard Popp, Secretary

**STATE OF NORTH CAROLINA
County of Mecklenburg**

On this 17th day of May, 2023 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of Jet Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Sara C. Holt
Notary Public, State of North Carolina
County of Mecklenburg
My Commission Expires 09/11/2027

IN WITNESS WHEREOF, I have hereunto set my hand at Jet Insurance Company offices the day and year above written.



I, Richard Popp, Secretary of **JET INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **JET INSURANCE COMPANY**, which is still in full force and effect



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 6th day of October, 2025

Richard Popp, Secretary



Construction Cost Estimate for LDSUR-2024-73 (Revised 2-18-25)

The following is an estimate of costs associated with work within the right of ways for Inwood Duplexes LDRES-2024-38

Driveways

Item	Unit	Quantity	Unit Price	Total
6" Fiber Mesh Concrete	SF	4,024	\$1.99	\$8,000.00

Water

4x4 Tap Sleeve and Valve	EA	1	\$2,250.00	\$2,250.00
4" C-900 PVC	LF	10	\$125.00	\$1,250.00

Storm Sewer Ave. W NW

Type C DBI	EA	1	\$4,750.00	\$4,750.00
12X18 ERCP	LF	82	\$45.73	\$3,750.00

Storm Sewer Ave. V NW

Type D DBI	EA	1	\$5,250.00	\$5,250.00
12" RCP	LF	10	\$425.00	<u>\$4,250.00</u>

Total \$29,500.00

110% of Total **\$32,450.00**

The above items include labor and equipment required for installation as well as right of way restoration.


 Kendall S. Phillips, P.E., Manger FL PE No. 16930

9-22-25

