

COMMERCIAL PERFORMANCE BOND

Bond No. 1001192915

KNOWN ALL MEN BY THESE PRESENTS, That we, Trimak Building Systems, as Principal, and U.S. Specialty Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Texas 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 Oblige, in the aggregate sum of * (\$78,279.76) 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.

*Seventy Eight Thousand Two Hundred Seventy Nine & 76/100

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 Trimak County Line Road project located at County Line Rd. (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 One Year, or such later date that the Oblige 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 Oblige 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 Oblige, 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 Oblige may demand up to the full amount of the Bond, such amount determined solely by the Oblige in its reasonable discretion, and

the Surety shall forthwith pay the Obligee said amount within thirty (30) days of Obligee's written notification, for Obligee 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 Obligee 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 Obligee, 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:

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040

The Principal:

Trimak Building Systems
2502 Frontage Park Place
Plant City, FL 33563

The Obligee:

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 24 DAY OF April, 2025,
(the date of issue by the Surety).

Kassandra A Davis
Witness

Kassandra A Davis
Printed Name

RIDGE BAKER
Witness

RIDGE BAKER
Printed Name

Candy Wagner
Witness

Candy Wagner
Printed Name

Daniel F. Wagner, Jr.
Witness

Daniel F. Wagner, Jr.
Printed Name

PRINCIPAL:

Trimak Building Systems
Name of Corporation

By: Kristen McIntosh

Kristen McIntosh
Printed Name

Title: VP
(SEAL)

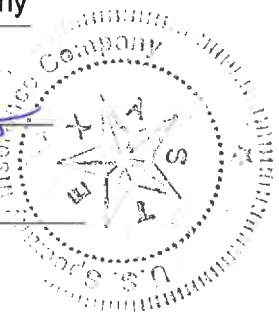
SURETY:

U.S. Specialty Insurance Company
Name of Corporation

By: Taylor Wagner

Taylor Wagner, Attorney-in-Fact
Printed Name

Title:
(SEAL)



(Attach power of attorney)



**TOKIO MARINE
HCC**

**POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Daniel F. Wagner, Taylor Wagner, Daniel F. Wagner Jr.

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Twenty Five Million***** Dollars (***25,000,000***). This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 24 day of April, 2025.

Corporate Seals
Bond No. 1001192915
Agency No. 12281



[Signature]
Kio Lo, Assistant Secretary



April 11, 2025

TO: Polk County Land Development
330 West Church Street
Bartow, FL 33830

FROM: Jared Wynn, P.E.
Project Manager

PROJECT: Trimak County Line Road
Application No: LDNON-2024-155
Request for Additional Information

To Whom it May Concern:

Based on the FDOT Historical Item Average Unit Cost, listed below is the Performance Surety Bond for the infrastructure improvements within the County right-of-way should be \$78,279.76. This amount is 110% of the estimated total cost of construction for the public infrastructure to assure that the improvements are complete.

Description	Qty.	Unit	Unit Cost (\$)	Total Cost (\$)
Performance Turf	2,543	SY	\$ 1.80	\$ 4,577.40
18" RCP	212	LF	\$ 144.45	\$ 30,623.40
18" MES	4	EA	\$ 3,332.30	\$ 13,329.20
Type 8 Manhole (P-8)	1	EA	\$ 7,721.42	\$ 7,721.42
Single Post Sign	2	EA	\$ 500.00	\$ 1,000.00
4" Concrete & Sidewalks	188	SY	\$ 74.00	\$ 13,912.00
TOTAL				\$ 71,163.42
110% of Total				\$ 78,279.76

Should you have any questions or require additional information, please contact me at 863-640-0620 or jared.wynn@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC

Jared M. Wynn, P.E.
Project Manager