

COMMERCIAL PERFORMANCE BOND

Bond No. 0273036

KNOWN ALL MEN BY THESE PRESENTS, That we, Rodda Construction, Inc., as Principal, and Berkley Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of _____ 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 ^{One Hundred Seventy Thousand Six}~~Hundred Forty Eight Dollars 56/100 Cents~~ (\$ 170,648.56) 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 LDNON-2024-138 project located at Pipkin Road Convenience (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 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

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:

Berkley Insurance Company
475 Steamboat Rd.
Greenwich, CT 06830

The Principal:

Rodda Construction, Inc.
250 E. Highland Drive
Lakeland, FL 33813

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 11th DAY OF September, 2025,
(the date of issue by the Surety).

Kathy McCallum
Witness

Kathy McCallum
Printed Name

Jeff Sandman
Witness

JEFF SANDMAN
Printed Name

PRINCIPAL:

Rodda Construction, Inc.

Name of Corporation

By: J. Jason Rodda

Printed Name

Title: President/CEO
(SEAL)



SURETY:

Berkley Insurance Company

Name of Corporation

By: Daniel F. Wagner Jr.

Printed Name

Title: Attorney-in-Fact
(SEAL)



Taylor Wagner
Witness

Taylor Wagner
Printed Name

Candy Wagner
Witness

Candy Wagner
Printed Name

(Attach power of attorney)

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Daniel F. Wagner; Taylor D. Wagner; or Daniel F. Wagner, Jr. of Wagner Bonding & Insurance, Inc. of Lakeland, FL** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

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 and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of December, 2021.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Executive Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of December, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundracken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 11 day of September, 2025.

(Seal)...

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.



July 10, 2025

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

RE: Pipkin Road Convenience
Project ID #: LDNON-2024-138

To Whom it May Concern:

As listed below, the Performance Surety Bond for the infrastructure improvements within Polk County's right-of-way should be \$170,648.56. This amount is 110% of the estimated total cost of construction for the public infrastructure to assure that the improvements are complete.

Engineer's Probable Cost Estimate				
Pipkin Road Convenience				
Lakeland, Florida				
LINE ITEM	QTY	UNIT	UNIT PRICE	TOTAL COST
Mobilization	1	LS	\$ 20,000.00	\$20,000.00
Silt Fence	460	LF	\$ 2.46	\$1,131.60
Inlet Protection System	2	EA	\$ 176.37	\$352.74
Construction Entrance/Exit	1	EA	\$ 4,033.34	\$4,033.34
Demo Existing Concrete Sidewalk	83	SY	\$ 45.50	\$3,776.50
Fill	280	CY	\$ 21.00	\$5,880.00
12" Stabilized Subgrade	767	SY	\$ 8.39	\$6,435.13
6" Crushed Concrete Base	638	SY	\$ 36.25	\$23,127.50
2" SP-9.5 Asphaltic Concrete	10.2	TN	\$ 167.00	\$1,703.40
2.5" SP-9.5 Asphaltic Concrete	75.5	TN	\$ 167.00	\$12,608.50
Type F Curb	420	LF	\$ 45.93	\$19,290.60
Concrete Sidewalk, 4" Thick	132	SY	\$ 73.91	\$9,756.12
Detectable Warnings	40	SF	\$ 41.77	\$1,670.80
Performance Turf, Sod	180	SY	\$ 4.21	\$757.80
Single Post Sign, F&I Ground Mount, Up to 12 SF	2	EA	\$ 522.52	\$1,045.04
Thermoplastic, Standard, White, Solid, 12"	130	LF	\$ 4.12	\$535.60
Demo Existing Concrete Curb	29	SY	\$ 45.50	\$1,319.50
Milling of existing pavement and limerock (avg 11" depth)	550	SY	\$ 39.92	\$21,956.00
Drop Curb	126	LF	\$ 45.93	\$5,787.18
Concrete Driveway, 6" Thick	21	SY	\$ 103.54	\$2,174.34
Type 6 Curb Inlet, <10', P-6	1	EA	\$ 9,613.46	\$9,613.46
18" Storm Pipe, Optional Material, Round	10	LF	\$ 217.99	\$2,179.90
			SUBTOTAL	\$155,135.05
			Contingency (10%)	\$15,513.51
			TOTAL	\$170,648.56
<small>Disclaimer: The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the FDOT's Pay Item Cost History using 6 months or 12 month State Wide Average. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.</small>				



Should you have any questions or require additional information, please contact me at 863-226-6873 or richard.mills@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC

A handwritten signature in blue ink, appearing to read "RMills", written over a faint, light blue circular watermark.

Richard Mills, P.E.
Project Manager