COMMERCIAL MAINTENANCE BOND

Bond No. 41K237944

KNOWN	ALL	MEN	BY	THESE	PRESENTS,	That	we,
GOMA dba A.O. Co	nstruction Compa	any, Inc , a	s Principa	al, and The O	nio Casaulty Insurance	Company	
a corporation org	anized and	doing bus	iness und	der and by v	rirtue of the laws	of the Sta	ate of
NH	_and duly li	censed to	conduct si	urety busines	s in the State of Fl	orida, as S	urety,
					livision of the Sta Sixty Four & 00/10		da, as
0 ,	_				be made, we bin		s, our
heirs, executors a	nd successor	s, jointly a	nd severa	lly firmly by	these presents.		

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

WHEREAS, the Principal has constructed 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"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") for the Victory Ridge Academy as filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

- 1. If the Principal shall warrant and indemnify for a period of one and a half (1.5) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect"); and
- 2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

- 3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.
- 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 attorney's fees and costs, 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 deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:

The Ohio Casaulty Insurance Company 175 Berkley Street Boston, MA 02116

The Principal at:

GOMA dba A.O. Construction Company, Inc 3535 Lake Alfred Rd. Winter Haven, FL 33881

The Obligee at:

Polk County, Land Development Division 330 West Church Street PO Box 9005 – Drawer GM03 Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal a		3 ond to be executed by
their duly authorized officers this 13	day of August	, 20 <u>25</u> .
Witness Serengy Gram Printed Name Witness CAPPLE LAFATA Printed Name	PRINCIPAL: GOMA dba A.O. Construction of Name of Corporation By: Cramon Corporation Printed Name Title: Precident (SEAL)	Company, Inc
Witness Candy Wagner Printed Name Witness Daniel F. Wagner, Jr. Printed Name	SURETY: The Ohio Casaulty Insurance Converse of Corporation By: Taylor Wagner, Attorney-Printed Name Title: (SEAL)	333 840

(Attach power of attorney)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8210665-984127

POWER OF ATTORNEY

Wagner Jr., Taylor W	agner						
all of the city of execute, seal, acknowled of these presents and so	Lakeland dge and deliver, for an hall be as binding upo	state of d on its behalf as on the Companies	FL surety and as its ac as as if they have be	t and deed, any and all i	under	nere be more than one named, its true and lawful attorney-in-fact to m rtakings, bonds, recognizances and other surety obligations, in pursuadent and attested by the secretary of the Companies in their own pro-	nce
N WITNESS WHEREO hereto this 24th day		•	scribed by an autho	rized officer or official of	f the (Companies and the corporate seals of the Companies have been aff	xed
-	al	NSURA	1919	INSURATION OF THE PROPERTY OF) =	Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company Javid M. Carey, Assistant Secretary	inglities
County of MONTGOMEI On this <u>24th</u> day of Company, The Ohio Ca herein contained by sign	RY SS August , 2 sualty Company, and ning on behalf of the c	D23 before me West American lopporations by hin	personally appeared nsurance Company nself as a duly autho	David M. Carey, who an and that he, as such, b drized officer.	acknov being	wledged himself to be the Assistant Secretary of Liberty Mutual Insura g authorized so to do, execute the foregoing instrument for the purpo	uce ses
N WITNESS WHEREO	F, I have hereunto sub	scribed my name	and affixed my nota	nial seal at Plymouth Me	eeting	g, Pennsylvania, on the day and year first above written.	(400
		OF ASYLVANIE	Commonwealth Teresa Mc My commiss Commis Member, Penns	of Pennsylvania - Notary Seal Pastella, Notary Public ntgomery County on expires March 28, 2025 sision number 1126044 ylvania Association of Notaries	E	By: Teresa Pastella, Notary Public	of Attorney (F
This Power of Attorney nsurance Company, and	is made and executed West American Insu	ed pursuant to ar rance Company w	nd by authority of the	he following By-laws an now in full force and eff	nd Au fect re	uthorizations of The Ohio Casualty Insurance Company, Liberty Mueading as follows:	tual
ARTICLE IV – OF Any officer or oth President may pre any and all under have full power to instruments shall provisions of this a	FICERS: Section 12. ler official of the Corpescribe, shall appoint stakings, bonds, recognobind the Corporation be as binding as if signification may be revoked.	Power of Attorney oration authorize such attorneys-in- izances and other by their signatured by the Presidual and the by the presidual and the by the presidual and the by the by the by the presidual and the by the by the by the by the by the presidual and the by the b	d for that purpose fact, as may be ned r surety obligations re and execution of dent and attested to be Board, the Chairm	in writing by the Chairm ressary to act in behalf of Such attorneys-in-fact, f any such instruments by the Secretary. Any an, the President or by the	nan of the subject and it power the of	West American Insurance Company David M. Carey, Assistant Secretary wledged himself to be the Assistant Secretary of Liberty Mutual Insurate a authorized so to do, execute the foregoing instrument for the purpose, Pennsylvania, on the day and year first above written. By: Teresa Pastella, Notary Public uthorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insuration as follows: or the President, and subject to such limitation as the Chairman or the Corporation to make, execute, seal, acknowledge and deliver as sued to the limitations set forth in their respective powers of attorney, a to attach thereto the seal of the Corporation. When so executed, service or authority granted to any representative or attorney-in-fact under fifteer or officers granting such power or authority.	the rety hall uch the
shall appoint such bonds, recognizar Company by their	n attorneys-in-fact, as notes and other surety	may be necessar obligations. Such ion of any such in	y to act in behalf o attorneys-in-fact su	f the Company to make, bject to the limitations se	e, exec et fort	ubject to such limitations as the chairman or the president may prescute, seal, acknowledge and deliver as surety any and all undertaking their respective powers of attorney, shall have full power to bind Company. When so executed such instruments shall be as binding	ngs, L the
Certificate of Designat	ion – The President of	the Company, ac	ting pursuant to the nake, execute, seal	Bylaws of the Company acknowledge and deliver	y, autt ver as	thorizes David M. Carey, Assistant Secretary to appoint such attorney s surety any and all undertakings, bonds, recognizances and other su	s-in- rety
Authorization By una	pearing upon a certifie	copy of any pow	d of Directors, the C ver of attorney issue	ompany consents that fa d by the Company in co	acsim onnect	nile or mechanically reproduced signature of any assistant secretary o tion with surety bonds, shall be valid and binding upon the Company	the with
, Renee C. Llewellyn, t	he undersigned, Assis	tant Secretary, T	he Ohio Casualty II regoing is a full, true	surance Company, Libe and correct copy of the	erty N Pow	Mutual Insurance Company, and West American Insurance Company ver of Attorney executed by said Companies, is in full force and effect	do and
N TESTIMONY WHERI	EOF, I have hereunto	set my hand and a	affixed the seals of s		13	day of August , 2025	
	ALL MESON 1	NSURANCE STORAGE STORA	1919	INSURANCE TO STORY OF THE PROPERTY OF THE PROP		By: Renee C. Llewellyn, Assistant Secretary	

Warranty Security Engineer's Cost Estimate

I, Robert L. Saddler, P.E., Registered Engineer in the State of Florida, with Registration No. 82405, hereby certify that I have examined the values for the work completed within the project Victory Ridge Academy Davenport Blvd., as related to the work that will be dedicated to Polk County, and have prepared the following cost estimates.

Schedule		<u>Amount</u>	10% of Amount
Paving	2" SP 9.5 Recycle Asphalt (2 Lift) – 720sy x \$33.35	\$24,015	\$2,402
	12" Crushed Concrete Road Base – 720sy x \$39.95	\$28,765	\$2,877
Concrete	Flared Curb Section - 2ea. X \$750	\$1,500	\$150
	Type F Curb (NR, Hand Formed) - 340' x \$25.05	\$8,520	\$852
	3' Valley Gutter (Hand Formed) - 70' x \$27.80	\$1,950	\$195
	FDOT Gravity Wall (Scheme 1) - 190' x \$182.00	\$34,555	\$3,456
	4" Thick (NR) R.O.W. Sidewalk - 3,225sf x \$5.10	\$16,450	\$1,645
	ADA Curb Ramp w/Dome - 4ea. X \$1,100	\$4,400	\$440
Thermoplastic Striping		\$5,740	\$574
Sod	Bahaia 1,025sy ROW	\$3,745	\$375
	Total Amount	\$129,640	
	Warranty Security Amount (10% of Total)		\$12,964

Prepared By:		D 1
Robert L. Saddler, P.E.		Robert L
FL Reg. No. 82405 Gadd & Associates, LLC		Saddler
4685 E. County Rd. 540A		lam approving
Lakeland, FL 33813 CA #30194		this document 鬼 * ##
Professional Engineer	(SEAL)	2025.07.08 STATE OF CORIDA
		— '00'04- 14:53:05
Date		

330 West Church Street PO Box 9005 • Drawer GM03 Bartow, Florida 33831-9005



PHONE: 863-534-6792 FAX: 863-534-6407 www.polk-county.net

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Shakuur Moore, Inspector

Project Name: Victory Ridge Academy

Project #: LDROW-2024-38

DATE: 7/15/2025

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.