

COMMERCIAL MAINTENANCE BOND

Bond No. 41K237944

KNOWN ALL MEN BY THESE PRESENTS, That we,
GOMA dba A.O. Construction Company, Inc, as Principal, and The Ohio Casualty Insurance Company,
a corporation organized and doing business under and by virtue of the laws of the State of
NH 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 sum of Twelve Thousand Nine Hundred Sixty Four & 00/100
(\$ 12,964.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our
heirs, executors and successors, jointly and severally 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.

Initials PSO

3. The Oblige, 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 Oblige 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 Oblige, 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 Casualty 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 Oblige 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 Oblige if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 13 day of August, 2025.

[Signature]
Witness

Jeremy L. Gram
Printed Name

[Signature]
Witness

CARRIE LAFATA
Printed Name

[Signature]
Witness

Candy Wagner
Printed Name

[Signature]
Witness

Daniel F. Wagner, Jr.
Printed Name

PRINCIPAL:

GOMA dba A.O. Construction Company, Inc.

Name of Corporation

By: [Signature]

B. Gannon Olmert
Printed Name

Title: President
(SEAL)

SURETY:

The Ohio Casualty Insurance Company

Name of Corporation

By: [Signature]

Taylor Wagner, Attorney-in-Fact

Printed Name

Title:
(SEAL)

(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

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel F. Wagner Jr., Taylor Wagner

all of the city of Lakeland state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of August, 2023.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13 day of August, 2025.



By:

Renee C. Llewellyn
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.

<u>Schedule</u>		<u>Amount</u>	<u>10% of Amount</u>
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

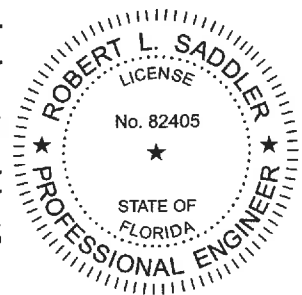
Prepared By:

Robert L. Saddler, P.E.
FL Reg. No. 82405
Gadd & Associates, LLC
4685 E. County Rd. 540A
Lakeland, FL 33813
CA #30194

Professional Engineer (SEAL)

Date

Robert L
Saddler
I am approving
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This item has been digitally signed and sealed by Robert L. Saddler, P.E. on the date adjacent to the seal.
Signature must be verified on any electronic copies.



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.