

# David Norris Engineering

# Engineering and Drafting Services



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Commercial Plans · Inspections · Permitting · Specializing in Church Design
||2 Coleman Road, Winter Haven, FL 33880
||12 Example | P.E.# 32186 | C.A.# 8283

Email: d.norris@earthlink.net

March 19, 2025

Project Name: Spirit Lake Storage PC Project Number: LDROW-2023-27

#### CERTIFICATE OF COST ESTIMATE

<u>Item</u>	<u>Unit</u>	Quantity	Unit Price	<u>Total</u>
8" PVC PIPE	LF	340°	\$25.05	\$8517.00
8" -22 1/2°	EACH	2	81.09	\$162.18
12"X8" REDUCER	EACH	1	\$398.00	\$398.00
8"x2" service saddle	EACH	1	\$607.95	\$607.95
2" POLY	LF	12'	\$4.59	\$55.08
Meter Box	EACH	1	\$327.89	\$327.89
8" T	EACH	1	\$1482.95	\$1482.95
8" GATE VALVE	EACH	2	\$2231.95	\$4463.90
Hydrant	EACH	1	\$4100.00	\$4100.00
8"x6" reducer	EACH	1	\$481.40	\$481.40
8" cap	EACH	1	\$205.50	\$205.50
Blue ID Tape	EACH	1	\$138.84	\$138.84
Blue wire	EACH	1	\$278.56	\$278.56
Back flow device	EACH	1	\$1837.15	\$1837.15
SAMPLE Point	EACH	1	\$745.32	\$745.32
6" fiber mesh	sq ft	800	\$3.75	\$3000.00
				Total \$26,801.72

Note: Labor and restoration of disturbed areas are included in materials cost.

Quote provided by Williams Construction for materials: \$26,801.72

Additional 10% cost: \$2,680.17

Total Cost Estimate of 110% of project construction: \$29,482.00 (rounded up from \$29,481.89 to match check – per Rita K.)

# **Engineer Certification:**

\* No. 32/86 \*

\* No. 32/86 \*

STATE OF 100

ONAL SECTION OF 100

is item has been digitally

This item has been digitally signed and sealed by David R. Norris PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed by DAVID R NORRIS

Date: 2025.05.30 12:27:31 -04'00'

#### COMMERCIAL MAINTENANCE BOND

Bond No. BX0064764

KNO	OWN	ALL	MEN	BY	THESE	PRESENTS,	That	we,
Williams	Constru	ction Cor	npany, a	s Princip	al, and <u>Jet</u>	Insurance Compa	ıny	,
a corporation	on organi	ized and	doing bus	iness und	der and by v	irtue of the laws	of the Sta	ate of
North Car	rolina a	nd duly li	censed to c	conduct s	urety busines	s in the State of Fl	orida, as S	urety,
are held an	d firmly	bound un	to Polk Co	ounty, a p	political subd	livision of the Star	te of Flori	da, as
Obligee, ii	n the su	ım of _	Twenty-r	nine thou	sand four hu	ındred eighty-two	)	
(\$ 29,482.6	<b>00</b> ) Do	llars, for	which payr	nent, we	ll and truly to	be made, we bin	d ourseive	s, our
heirs, execu	itors and	successor	s, jointly a	nd severa	illy 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 <u>spirit Lake Storage-LD ROW 2023-27</u> 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 <u>one</u> (1) 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.

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

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

# 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.

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IN WITNESS WHEREOF, the Principal an their duly authorized officers this <b>24th</b> day	d Surety have caused this Bond to be executed by ay of <u>March</u> , 20 <u>25</u> .
	PRINCIPAL:
	Williams Construction Company
Witness	Name of Corporation
Printed Name	By:
	Steven Williams
Witness	Printed Name Title: (SEAL)
Printed Name	(62.12)
ann (	SURETY:  Jet Insurance Company
Witness	Name of Corporation
Nick Brady Printed Name	By: Jan Dr
Witness Jingle	David Gonsalves  Printed Name  Title: Attorney in Fact
Eric Jingle Printed Name	(SEAL)
	(Attach power of attorney)

Bond Number: BX0064764

# 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

4.84 10

Limit of Liability per Bond

**David Gonsalves** 

\$29,482.00

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

STATE OF NORTH CAROLINA County of Mecklenburg

Spencer Siino, President

Richard Popp, Secretary

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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.

SARA C. HOLT Notary Public, North Carolina Mecklenburg County My Commission Expires September 11, 2027

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.

INWITNESSWHEREOF, I have thereunto set my hand and attached the seal of said Company this 24th day of March 2025

Richard Papp

Richard Popp, Secretary