COMMERCIAL PERFORMANCE BOND

Bond No. 017264546

Bond 10.
KNOWN ALL MEN BY THESE PRESENTS, That we, Marcobay Construction, Inc., as Principal, and Liberty Mutual Insurance Company a corporation organized and doing business under and by virtue of the laws of the State of Massachusetts 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 Sixty-nine and 08/100 (\$53,469.08) 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
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 August 31, 2026 , 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

Initials _____

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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: Liberty Mutual Insurance Company 175 Berkeley St, Boston MA 02116

The Principal: Marcobay Construction, Inc. 3700 DMG Drive, Lakeland FL 33811

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.

Initials _____ Page 2of 3

THIS BOND DATED THE (the date of issue by the Surety).	22nd	DAY OF <u>July</u> , 20 <u>25</u> ,
Witness Tann, Bread Printed Name Witness Will ancey Printed Name		Marcobay Construction, Inc. Name of Corporation By: Wessels Printed Name Title: President (SEAL)
Witness Eileen Heard, Surety Witness Printed Name Witness Margie Schulz, Surety Witness Printed Name		SURETY: Liberty Mutual Insurance Company Name of Corporation By: Kevin R. Wojtowicz Printed Name Title: Attorney in fact and Florida Licensed (SEAL) Resident Agent (Attach power of attorney)



LMS-12873 LMIC OCIC WAIC Multi Co 02/24

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: 8212251-964008

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,	
Brett Rosenhaus; Kevin R. Wojtowicz; Laura D. Mosholder; Robert H. Bond; Tracey Boone-Brown	
all of the city of Saint Petersburg 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 8th day of August , 2024 . Liberty Mutual Insurance Company	
The Ohio Casualty Insurance Company West American Insurance Compa	iries, I.com.
Nathan J. Zangerle, Assistant Secretary	로
State of PENNSYLVANIA County of MONTGOMERY ss	₽ E
On this 8th day of August , 2024 before me personally appeared Nathan J. Zangerle, 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.	and/or Power of Attorney (POA) verification inquiries, Il 610-832-8240 or email HOSUR@libertymutual.com
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.	SS
Commonwealth of Pennsylvania - Notary Seal	은외
Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 By: Leves Pastella	Tai Bi
My commission expires March 28, 2025 Commission number 1126044 Member Pensylvania Association of Notaries Teresa Pastella, Notary Public	E E
Member, Pennsylvania Association of Notaries	₽ 6
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:	Power 32-82
any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys in-fact, subject to the limitations set forth in their respective nowers of attorney, shall	명호
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 Nathan J. Zangerle, 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 22 day of 2020	
1912 CORPORATION OF THE THE PARTY OF THE PAR	



June 2, 2025

Polk County Engineering Polk County Land Development PO Box 9005, Drawer CS05 Bartow, FL 33831

Project: 3955 Anchuca Industrial Facility
PCU #: LDNON-2024-70

Dear Polk County,

Based on the proposed improvements for 3955 Anchuca Industrial Facility site to be owned and maintained by Polk County, we estimate the cost to complete to be \$48,608.25. Per Polk County requirements, the performance bond at 110% should be \$53,469.08 (see below estimate).

Should you have any questions or require additional information, please contact me at 863-274-2261 or jason.alligood@kimley-horn.com

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC

ason A. Alligood, P.E. Senior Project Manager

		HON OF PROBABLE CO FOR 955 ANCHUCA LDNON-2			TRUCTION		
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE			AMOUNT
. DRIVEV	VAY/SIDEWALK						
1	7" Concrete Driveway	165	SY	\$	80.55	\$	13,290.75
2	5' Wide Sidewalk	250	SY	\$	53.55	\$	13,387.50
3	Detectable Warning Mat	30	SF	\$	45.00	\$	1,350.00
4	12" White Striping	170	LF	\$	1.50	\$	255.00
	DRIVEWAY/SIDEWALK TOTAL						28,283.25
I. STORM	I SEWER						
1	Type C Inlet	2	EA	\$	4,800.00	\$	9,600.00
2	15" RCP	165	LF	\$	65.00	\$	10,725.00
STORM SEWER SYSTEM TOTAL						\$	20,325.00
		SUMMARY					
I. DRIVEWAY/SIDEWALK					\$	28,283.25	
II. STORM SEWER				\$	20,325.00		
GRAND TOTAL					\$	48,608.25	
110% FOR BOND					\$	53,469.08	