

## COMMERCIAL PERFORMANCE BOND

Bond No. 5328667

KNOWN ALL MEN BY THESE PRESENTS, That we, Structural Steel Services, Inc., as Principal, and Great American Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of OH 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 Oblige, in the aggregate sum of <sup>Eighty-eight thousand, six hundred ninety-three and 33/100</sup> ( \$ 88,693.33 ) 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 Highland ADM Utility LDROW-2024-79 project located at Clubhouse Rd & US-98 Highland City, FL 33812 (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 December 31, 2025, or such later date that the Oblige 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 Oblige 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 Oblige, 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 Oblige may demand up to the full amount of the Bond, such amount determined solely by the Oblige in its reasonable discretion, and

Initials Jus

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:**  
Great American Insurance Company  
301 E 4th Street  
Cincinnati, OH 45202

**The Principal:**  
Structural Steel Services, Inc.  
333 W. 4th Street  
Marion, IN 46952

**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.

*JMS*

THIS BOND DATED THE 17th DAY OF July, 2025,  
(the date of issue by the Surety).

PRINCIPAL:

Hollie Swan  
Witness

Hollie Swan  
Printed Name

Emma Silver  
Witness

Emma Silverthorn  
Printed Name

Structural Steel Services, Inc.  
Name of Corporation

By: [Signature]

James W Swan  
Printed Name  
Title: PRES.  
(SEAL)

SURETY:

Samantha Grady  
Witness

Samantha Grady  
Printed Name

Kelly Specht  
Witness

Kelly Specht  
Printed Name

Great American Insurance Company  
Name of Corporation

By: Anthony Balzano

Anthony G Balzano, Attorney in Fact  
Printed Name  
Title:  
(SEAL)

(Attach power of attorney)

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 20681

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
ANTHONY G. BALZANO	ALL OF	ALL
DEBORAH M. ROTH	CINCINNATI, OHIO	\$100,000,000
RUTH M. PELL		
ROSALIE S. SMITH		
JO ANN R. SMITH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13TH day of JULY 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



*Anthony G. Balzano*

Assistant Secretary

*Mark Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 13TH day of JULY

2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof; such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 17th day of July, 2025



*Stephen C. Beraha*

Assistant Secretary



**Engineers, Land Planners and Construction Managers**

5904 Hillside Heights Drive • Lakeland, FL 33812  
 Phone: (863) 619-6131 • Facsimile: (863) 619-6103  
 www.jsk-consulting.com

June 25, 2025

Polk County BoCC  
 330 W Church Street  
 Bartow, FL 33881

**RE: Highland ADM Utility LDROW-2024-79**

**Opinion of Probable Construction Cost - Performance Bond Estimate**  
**Project Name: Highland ADM Utility LDROW-2024-79**

Description	Unit	Quantity	Unit Price	Total
<b>Off-Site ROW</b>				
Mobilization	LS	1	\$ 6,084.00	\$ 6,084.00
Erosion Control	LS	1	\$ 3,988.00	\$ 3,988.00
Site Prep / Demo	LS	1	\$ 8,469.00	\$ 8,469.00
Earthwork	LS	1	\$ 13,351.00	\$ 13,351.00
Paving - 12" stabilized base, 8" base 2" asphalt & 1" asphalt overlay	SY	329	\$ 89.70	\$ 29,511.30
Install Curbing	LS	1	\$ 2,284.00	\$ 2,284.00
Striping and Signage	LS	1	\$ 1,255.00	\$ 1,255.00
MOT	LS	1	\$ 3,138.00	\$ 3,138.00
Layout / As-Builts	LS	1	\$ 12,550.00	\$ 12,550.00
			<b>Sub Total \$</b>	<b>80,630.30</b>
			<b>Grand Total \$</b>	<b>80,630.30</b>
			<b>Contingency @10%</b>	<b>\$8,063.03</b>
			<b>Grand Total</b>	<b>\$88,693.33</b>

