WHIDDEN RV PARK EXTENSION – COST ESTIMATE FOR COUNTY ROAD 630A ROW IMPROVEMENTS

ITEM		QUANTITY		UNIT	BALANCE
NO.	DESCRIPTION	TO COMPLETE	<u>UNIT</u>	PRICE	TO COMPLETE

I. OFFSITE POLK COUNTY ROW ALONG COUNTY ROAD 630A

WATER:

1 2 3 4	16" Bore, 36 LF Connect to existing 8" pipe (D.I.P.) Miscellaneous	36 LF 1 100 LF 1	Linear Feet Lump Sum Linear Feet \$ Lump Sum \$	\$2,100.00 \$ 8,000.00 150.00 2,000.00	\$75,600.00 \$ 8,000.00 \$ 15,000.00 \$ 2,000.00
	FORCEMAIN:				
5	Connect/Test	1	Lump Sum	\$ 5,569.00	\$ 5,569.00
	SIDEWALK ROW:				
6	Sidewalk	166 SY	SY	\$ 78.00	\$ 12,948.00

Total Offsite: \$119,117.00

Add 10% Contingency: \$ 11,000.00

Grand Total: \$130,117.00

I certify that \$130,117.00 represents a reasonable amount to complete the improvements shown on the Plans. Polk County Project Number LDROW-2024-29 (Whidden RV Park Extension).

Prepared by: Amy Neidringhaus, PE - Validus Engineering Group, LLC

Amy Neidringhaus, State of Florida, Professional Engineer, License No. 61788. This item has been digitally signed and sealed by Amy Neidringhaus 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.

2025.06.02 22:56:55 -04'00'

Amy Neidringhaus, PE

#61788



COMMERCIAL PERFORMANCE BOND

Bond NoOFL0529069
KNOWN ALL MEN BY THESE PRESENTS, That we, Concrete Plus of Central Florida Inc., as Principal, and Old Republic Surety Company, a corporation organized and doing business under and by virtue of the laws of the State of Wisconsin 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 One-Hundred Thirty-Thousand One-hundred Seventeen dollars and 00/100 (\$ 130,117.00) 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 May 5, 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

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:

Old Republic Surety Company 18500 W. Corporate Drive, Suite 170 Brookfield, WI 53045

The Principal:

Concrete Plus of Central Florida Inc. PO Box 888 Lake Wales, FL 33859

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 THE16th	DAY OF May	, 20 <u>25</u> ,
(the date of issue by the Surety).		
Witness Printed Name Witness Christopher Frank! Printed Name	PRINCIPAL: Concrete Plus of Central Florida Inc. Name of Corporation By: Printed Name Title: (SEAL)	
Witness Tilrney Whitaker Printed Name Chery Turner Printed Name	SURETY: Old Republic Surety Company Name of Corporation By: Trevor McCarthy Printed Name Title: (SEAL) (Attach power of attorney)	SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and MICHAEL ROGERS, JASON FARQUHAR, TREVOR MCCARTHY, JENNIFER FAVA of TAMPA, FL appoint:

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER 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 and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPAN	IY has caused these presents	s to be signed by its proper officer, and its corporate seal to be
affixed this 19th day of September	2022	
annou the	SHEET SHEET	OLD REPUBLIC SURETY COMPANY
	William Control of the Control of th	. 1
	CORPORATE O	1 //.
Karry K Sylvenus	SEAL)	Mr. Male
/water	7081 ¥	(All III C
Assistant Secreta#	The state of the s	President
STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS		
On this 19th day of September	, personally came b	pefore me. Alan Pavlic
Off tills		luals and officers of the OLD REPUBLIC SURETY COMPANY
who executed the above instrument, and they each acknowledged the	ne execution of the same, and	being by me duly sworn, did severally depose and say: that
they are the said officers of the corporation aforesaid, and that the sea	al affixed to the above instrum	nent is the seal of the corporation, and that said corporate seal
and their signatures as such officers were duly affixed and subscribed	to the said instrument by the	authority of the board of directors of said corporation.
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	of Popular	Notary Public
		Trotaly I dollo
		My Commission Expires: September 28, 2026

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2086

ORSC 22262 (3-06)

SEAL