

PERFORMANCE BOND

Executed in 2 Counterparts
BOND NO. OFB7474509

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor Harvest Construction, LLC.
Contractor Address 11748 Montevista Road, Clermont, FL 34711
Contractor Address 2 _____
Contractor Telephone 352-702-2742

INSTRUMENT #2024121147
OR BK 6415 PG 646 - 653 (8 PGS)
DATE: 10/17/2024 2:19:41 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$69.50

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety Old Republic Surety Company
Surety Address PO Box 1635, Milwaukee, WI 53201-1635
Surety Address 2 18500 W. Corporate Drive, Suite 170, Brookfield, WI 53405
Surety Phone (262) 797-2640

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of WI and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

Two Hundred Sixty-Nine Thousand Four Hundred Twenty Dollars & 00/100-----
(\$ 269,420.00-----) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for Astor Lions Park-Basketball Courts, Sidewalks, & Bleacher Pad*
Contract No. 24-524 in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and
4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

BOND NO. OFB7474509

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: Harvest Construction, LLC.

By: [Signature]
(Authorized Signature)

Printed Name: Lawrence M. Galdrick

Title: MGHR

Date: 10/15/24

[Signature]

#1 Witness as to Principal

[Signature]

#2 Witness as to Principal

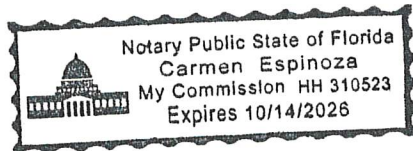
STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of Oct, 2024, by Lawrence M. Galdrick as MGHR for Harvest Construction LLC.

Personally Known OR Produced Identification
Type of Identification Produced FL DL

[Signature]
(Notary Signature)

(SEAL)



BOND NO. OFB7474509

SURETY:

Company: Old Republic Surety Company

By: _____
(Authorized Signature)

Printed Name: _____

Title: _____

Date: _____

#1 Witness as to Surety

#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY MUST BE ATTACHED)

[Signature]
#1 Witness as Attorney In Fact

[Signature]
#2 Witness as Attorney In Fact

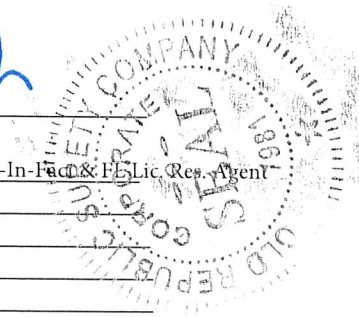
By: [Signature]
(As Attorney In Fact)

Printed Name: Jeffrey W. Reich*, Attorney-In-Fact & Lic. Res. Agent

Date: 9/30/2024

Address: *620 N. Wymore Rd., Suite 200
Maitland, FL 32751

Phone: 407-786-7770



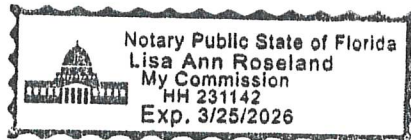
STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of September, 2024, by Jeffrey W. Reich as Attorney-In-Fact for Old Republic Surety Company.

Personally Known OR Produced Identification
Type of Identification Produced N/A

[Signature]
(Notary Signature)

(SEAL)



PAYMENT BOND

Executed in 2 Counterparts
BOND NO. OFB7474509

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor Harvest Construction, LLC.
Contractor Address 11748 Montevista Road, Clermont, FL 34711
Contractor Address 2 _____
Contractor Telephone 352-702-2742

(hereinafter called the “Principal”), whose principal business address and telephone number is as stated above; and

Surety Old Republic Surety Company
Surety Address PO Box 1635, Milwaukee, WI 53201-1635
Surety Address 2 18500 W. Corporate Drive, Suite 170, Brookfield, WI 53405
Surety Phone (262) 797-2640

(hereinafter called the “Surety”), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of WI and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the “Obligee”), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of Two Hundred Sixty-Nine Thousand Four Hundred Twenty Dollars & 00/100-----
----- (\$ 269,420.00-----)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for Contract No. 24-524, Astor Lions Park-Basketball Courts, Sidewalks, & Bleacher Pad* (hereinafter referred to as the “Contract”) which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys’ fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

*54905 Alco Road, Astor, FL 32102

BOND NO. OFB7474509

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

- 1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
- 2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.
- 3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

Contractor, as PRINCIPAL:

Company: Harvest Construction, LLC.

By: [Signature]
(Authorized Signature)

Printed Name: Lawrence Goldenik

Title: MG MVR

Date: 10/15/24

[Signature]

#1 Witness as to Principal

[Signature]

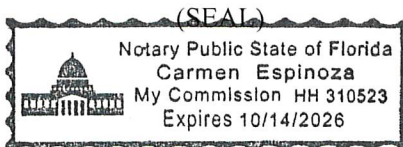
#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of Oct, 2024, by Lawrence Goldenik as MG MVR for Harvest Construction LLC

Personally Known OR Produced Identification
Type of Identification Produced FI- DL

[Signature]
(Notary Signature)



BOND NO. OFB7474509

SURETY:

Company: Old Republic Surety Company

By: _____
(Authorized Signature)

Printed Name: _____

Title: _____

Date: _____

#1 Witness as to Surety

#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY MUST BE ATTACHED)

Ephraim Womack
#1 Witness as Attorney In Fact

Spencer Ghent
#1 Witness as Attorney In Fact

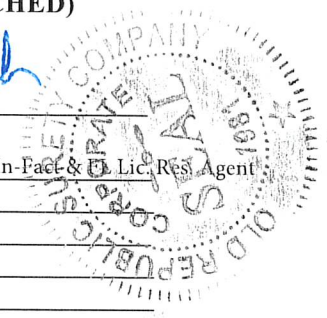
By: Jeffrey W. Reich
(As Attorney In Fact)

Printed Name: Jeffrey W. Reich*, Attorney-In-Fact & Lic. Res. Agent

Date: 9/30/2024

Address: *620 N. Wymore Rd., Suite 200
Maitland, FL 32751

Phone: 407-786-7770



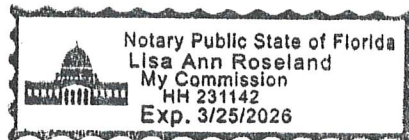
STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of September, 2024, by Jeffrey W. Reich as Attorney-In-Fact for Old Republic Surety Company.

Personally Known OR Produced Identification
Type of Identification Produced N/A

Lisa Ann Roseland
(Notary Signature)

(SEAL)





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Jeffrey W. Reich

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

Principal: Harvest Construction, LLC.

Obligee: Lake County Board of County Commissioners, Lake County, Florida

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
(ii) 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
(iii) 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 COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September 2022.

OLD REPUBLIC SURETY COMPANY

[Signature of Karen J. Haffner]
Assistant Secretary



[Signature of Alan Pavlic]
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the 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 seal affixed to the above instrument 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.



[Signature of Kathryn R. Pearson]
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

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.



Signed and sealed at the City of Brookfield, WI this ___ day of ___

[Signature of Karen J. Haffner]
Assistant Secretary

OLD REPUBLIC SURETY COMPANY
OF BROOKFIELD, WISCONSIN

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

ADMITTED ASSETS

Bonds	\$115,506,106
Common stocks	38,530,407
Cash and cash equivalents	13,435,097
Receivable for securities	575,000
Premiums and agents' balances in course of collection (not over 90 days)	9,700,887
Amounts recoverable from reinsurers	4,475,323
Net deferred tax asset	2,444,806
Investment income due and accrued	1,208,914
Current federal and foreign Income tax recoverable and interest	114,093
Receivables from parent, subsidiaries and affiliates	1,964,033
TOTAL ADMITTED ASSETS	<u>\$187,954,666</u>

LIABILITIES AND SURPLUS

Losses	\$10,809,586
Loss adjustment expenses	7,543,530
Commissions payable, contingent commissions and other similar charges	4,117,628
Other expenses (excluding taxes, licenses and fees)	7,584,819
Taxes, licenses and fees (excluding federal income taxes)	562,820
Unearned premiums	61,749,652
Advance premium	496,562
Ceded reinsurance premiums payable (net of ceding commissions)	4,926,993
Amounts withheld or retained by company for account of others	40,462
Drafts outstanding	247,030
Payable to parent, subsidiaries and affiliates	46,741
Other liabilities	1,015,368
TOTAL LIABILITIES	<u>\$99,141,191</u>
Common capital stock	2,900,000
Gross paid in and contributed surplus	16,534,036
Unassigned funds (surplus)	69,379,439
SURPLUS AS REGARDS POLICYHOLDERS	<u>\$88,813,475</u>
TOTAL LIABILITIES AND SURPLUS	<u>\$187,954,666</u>

Securities carried at \$2,930,792 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)
)SS
COUNTY OF WAUKESHA)

Alan P. Pavlic, President, and Karen J. Haffner, Treasurer/SVP of Old Republic Surety Company of Brookfield, Wisconsin being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2023, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2023, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic
Alan P. Pavlic, President

Karen J. Haffner
Karen J. Haffner, Treasurer/SVP

Sworn to and subscribed before me this 4th day of March, 2024.

Deborah L. Voigts
Notary Public, State of Wisconsin

My Commission expires: July 31, 2027

