



Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6700
Fax: 866-442-4060
Email: HOSCL@libertymutual.com
<https://claims-intake.libertymutualsurety.com>

PERFORMANCE BOND

Bond Number: 999388913

KNOW ALL MEN BY THESE PRESENTS, that we Jobe's Dirt Works, LLC

_____ , as principal (the "Principal"),
and The Ohio Casualty Insurance Company _____, a Boston _____ Massachusetts
insurance company, as surety (the "Surety"), are held and firmly bound unto Okaloosa County, Florida
_____, as obligee (the "Obligee"),
in the penal sum of One Hundred Fifty-seven Thousand Seven Hundred Seventy Dollars And Zero Cents
_____ Dollars (\$157,770.00 _____), for the payment of which
sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement, dated the _____, entered into a contract (the "Contract") with the Obligor for Demolition of Old FWB Hospital

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

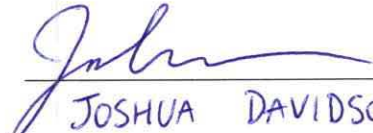
1. Wherever the Principal shall be, and declared by the Obligor to be in default under the Contract, the Obligor having performed the Obligor's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1.1 Arrange for the Principal, with consent of the Obligor, to perform and complete the Contract; or
 - 1.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 1.3 Obtain a bid or bids from alternative contractors to complete the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or if the Obligor elects, upon determination by the Obligor and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Obligor, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding the amount set forth in the first paragraph of this bond. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Obligor to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligor to the Principal; or
 - 1.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - a. After investigation, determine the amount for which it may be liable to the Obligor and, as soon as practicable after the amount is determined, tender payment therefore to the Obligor; or
 - b. Deny liability in whole or in part and notify the Obligor citing reasons therefore.

**CONTRACT: C25-4109-FM
JOBE'S DIRT WORKS, LLC
DEMOLITION OF OLD FWB HOSPITAL LOCATED
AT 215 HOSPITAL DR. FWB FLORIDA
EXPIRES:90 DAYS FROM NTP**

2. Notwithstanding any other provision of this bond or the Contract, or otherwise, the Surety is not responsible for and shall not be held liable to the Oblige for any hazardous waste removal and the Surety shall not be held liable to, or in any other respect be responsible to, the Oblige by way of indemnity, claims or otherwise, or to any public authority or to any other person, firm or corporation, for or on account of any fines or claims by any public authority or for bodily injuries or property damage to any person or thing, including, but not limited to, injury or damage due to the release or threat of release of hazardous substances of any kind or damage to real estate or to the environment or clean-up costs or other damages of whatever kind or nature arising out of any act of commission or omission by the Principal, the Principal's agents, servants, employees, subcontractors or suppliers or any other person in connection with the performance of the Contract. This limitation applies regardless of when any such fine is assessed, claim is made, or injury, damage, release or threat of release occurs and without regard to any term or condition of the Contract.
3. The Surety hereby waives notice of any alteration or extension of time made by the Oblige.
4. Any suit under this bond must be instituted before the expiration of one (1) year from the date on which the Principal ceased to work on the Contract. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.
6. Any claims must be presented in writing to Liberty Mutual Insurance Company to the attention of LMS Claims at the above address.

DATED as of this 6th day of March, 2025.

WITNESS / ATTEST


JOSHUA DAVIDSON

Jobe's Dirt Works, LLC

(Principal)

By:  (Seal)
Name: JOBE'S DIRT WORKS LLC
Title: A EVERSON Managing Member

The Ohio Casualty Insurance Company

(Surety)

By:  Attorney-in-Fact
Jean Knutson

