

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/12/2022

Contract/Lease Control #: C22-3142-PW

Procurement#: ITB PW 62-21

Contract/Lease Type: AGREEMENT

Award To/Lessee: LAS CONTRACTING, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/07/2021

Expiration Date: 07/31/2022

Description of: REDWOOD AVENUE SIDEWALK IMPROVEMENTS

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JUTREY@MYOKALOOSA.COM

Closed: August 12, 2022

Cc: BCC RECORDS

CONTRACT CLOSE-OUT CHECKLIST
 (To Be Prepared by the Contracts & Lease Coordinator)

DATE: August 5, 2022

TO: Finance Department

SUBJECT: Contract No. C22-3142-PW

MANAGING DEPARTMENT: PW

CONTRACTOR'S NAME: LAS CONTRACTING, INC.

PROJECT TITLE: REDWOOD AVENUE SIDEWALK IMPROVEMENTS

The attached has met the final payment contract requirement in subject contract.

	Yes	No	
1. Final Invoice	X		
2. Completed Contract/Lease Payment Approval Form	X		
3. Close-Out Documents	Yes	No	N/A
a. Signed Release of Lien	X		
b. Proof of Completion Advertisement			X
c. Certificate of Insurance	X		
d. Consent of Surety to Final Payment			X
e. Proof of Performance/Payment Bond Continuation 12 Months Following Final Payment	X		
f. Grants approval/signature			X
4. Remarks			



 OMB DIRECTOR

8-11-22

 DATE

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):
 OKALOOSA COUNTY

PROJECT: REDWOOD AVE
 PO #

APPLICATION NO: 4 Final Invoice
 FPN
 PERIOD TO: 4/11/22-6/11/22

FROM (CONTRACTOR):
 LAS Contracting Corp.
 13701 N. Nebraska Avenue 102
 Tampa, FL 33613

APPLICATION DATE: MAY 11, 2022
 CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

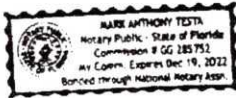
CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Number	Date Approved		
Change Orders approved in previous months by Owner			
TOTAL		0	0
1	2/15/2022	\$133,347.00	
2		\$43,240.85	
TOTALS		\$176,587.85	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments retained from the Owner, and that the current payment shown herein is true.

CONTRACTOR

By:  Date: 6-13-2022


State of Florida
 Subscribed and sworn to before me this JUNE 2022
 Notary Public W. Mark A. Jones
 My Commission expires 12-19-22



1	ORIGINAL CONTRACT SUM	\$1,047,205.00
2	NET CHANGE BY CHANGE ORDERS	1176,587.85
3	CONTRACT SUM TO DATE (Line 1 plus Line 2)	\$1,223,792.85
4	TAX SAVINGS AGREEMENT	
	a. Total Purchase Orders Issued by Owner (To Date)	\$0.00
	b. Anticipated Tax Savings on Owner Issued POs	\$0.00
	c. Total Tax Savings Agreement Deduction (Sum of Line 5a and 5b)	\$0.00
6	CONTRACT VALUE LESS TAX SAVINGS AGREEMENT (line 3-line 4)	\$1,223,792.85
8	CONTRACTOR EARNED TO DATE (value worked completed exclusive owner purchased materials)	\$1,223,792.85
7	RETAINAGE: (5% of Line 8)	\$0.00
8	TOTAL EARNED LESS RETAINAGE (line 8 less line 7)	\$1,223,792.85
9	LESS PREVIOUS CERTIFICATES FOR PAYMENT	
10	CURRENT PAYMENT DUE	\$61,189.64
11	BALANCE TO FINISH INCLUDING RETAINAGE	\$0.00

GENERAL CONTRACTOR'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the General Contractor certifies to the Owner that to the best of the General Contractor's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled in payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$61,189.64
 (Attach explanation of itemized charges to the amount certified. Initial all figures on this Application and on the Certificate when this is changed to conform with the amount certified.)
 By:  Date: 6-13-22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

61,189.64

CC-3142-PW

CHANGE ORDER FORM

Date: 06/13/2022 Contract No.: C22-3142-PW Change Order No.: 2

Owner: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Contractor: LAS Contracting, Inc.

The Contract/Agreement is modified as follows upon execution of this Change Order:

Description: All quantities were verified. Adjustments to the contract reflect work completed by LAS Contracting. Line Item 24 and 16 did not get installed. Line items were paid for cost of materials only and materials were retained by OCPW.

Attachments: Change Order No. 2 Quantities & Invoice of Materials (Line Item 16, 24 and 27) Paid by LAS Contracting.

CHANGE TO CONTRACT PRICE	
DESCRIPTION	AMOUNT
Original Contract Price:	\$1,047,205.00
Net change by previously authorized Change Orders:	\$133,347.00
Present Contract Price:	\$1,180,552.00
This Change Order will {add/deduct}:	\$43,240.85
New Contract Price:	\$1,223,792.85
CHANGE TO CONTRACT TIME	
DESCRIPTION	DATE or NUMBER OF DAYS
Original Contract Time:	
Original Substantial Completion Date:	
Net change by previously authorized Change Orders:	
This Change Order will {add/deduct}:	N/A
New Contract Time:	
New Substantial Completion Date:	

APPROVALS

REQUESTED BY: _____ DATE: _____

PROJECT ENGINEER: _____ DATE: _____

CONTRACTOR:  _____ DATE: 6-13-2022

OWNER: _____ DATE: _____

Insert Name and Title as per Purchasing Manual Thresholds

This Change Order is an amendment to the Contract/Agreement between Contractor and the Owner, and all other contract provisions shall remain in full force and effect unless specifically amended in writing, signed by both parties.

LAS CONTRACTING CORP
CONTRACTOR'S RELEASE OF LIENS

STATE OF:


COUNTY OF:

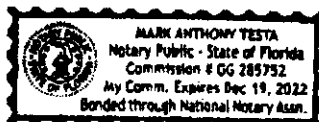
Before me, the undersigned Notary Public in and for the said County and State personally appeared JACK GARDNER, representing the Contractor, LAS CONTRACTING, who being duly sworn according to law deposes and says that all labor, materials, and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract with Board of County Commissioners, Okaloosa County, FL, the Owner, for REDWOOD AVE, Contract No. C22-3142-PW have been paid in full and that for the final payment in the amount of \$ 1,223,792.75, the Contractor releases and discharges the Owner and his authorized representatives from any liens or claims of any nature because of or arising from this contract and/or its performance, which it has had, has or may have in the future.

By: 

Sworn to and subscribed

before me this 13 day of JUNE 2022.

(Notary Public)

My Commission expires DEC 19, 2022



LAS CONTRACTING CORP
Guarantee Letter for Insurance Coverage

JUNE 13, 2022

Poly, Inc
PO Box 841
Shalimar, FL 32579

Reference: Redwood Avenue Sidewalk Improvements (C22-3142-PW)

Dear Poly Inc.,

As required in the contract specifications, upon expiration of our current Certificate of Insurance, an additional copy will be forwarded to you for your records.

LAS Contracting Inc. will maintain our Completed Operations insurance coverage for a period of two (2) years from completion of the above referenced project.

If you have questions or require additional information, please do not hesitate to call.

Regards,


Jack Gardner

MERCHANTS 
BONDING COMPANY™

April 13, 2022

Okaloosa Board of County Commissioners
1250 N Eglin Parkway
Shalimar, FL 32579

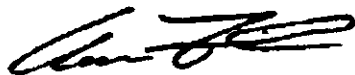
RE: LAS Contracting Corp
Tampa, FL
Bond: FLC 85997
Project: Redwood Ave Sidewalk Improvements in Niceville, FL

To Whom It May Concern:

Per the bond forms and contract documents on the project listed above, the payment and performance bond FLC 85997 shall remain in effect for one year following final payment.

Please contact us with any concerns or if we can be of further service.

Sincerely,



Aaron Finken
Director – Contract Underwriting

street
5700 Westown Parkway
West Des Moines, IA 50366-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800.678.8177
local 515.243.8177
fax 515.243.5654

email info@merchantsbonding.com
website merchantsbonding.com

CONSENT OF SURETY COMPANY

TO FINAL PAYMENT

AIA DOCUMENT G707

Bond No. FLC85997

PROJECT: Redwood Avenue Sidewalk Improvements

TO (OWNER): Okaloosa Board of County Commissioners

CONTRACTOR: LAS Contracting Corp.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(here insert name and address of Surety)

Merchants Bonding Company
6700 Westown Parkway
West Des Moines, IA 50266

, SURETY,

on bond of

(here insert name and address of Contractor)

LAS Contracting Corp.
13701 North Nebraska Ave, #102
Tampa, FL 33613

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

Okaloosa Board of County Commissioners
1250 N. Eglin Parkway
Shalimar, FL 32579

, OWNER,

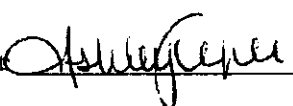
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 14th day of April, 2022.

Merchants Bonding Company
Surety Company

By: 
(Signature of Authorized Representative)

Tyler D DeBord: Attorney-In-Fact (Seal)
Name & Title

Attest 

Note: This form is to be used as a companion document to AIA Document G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Pamela J Thompson; Steve P Farmer; Tyler D DeBord

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

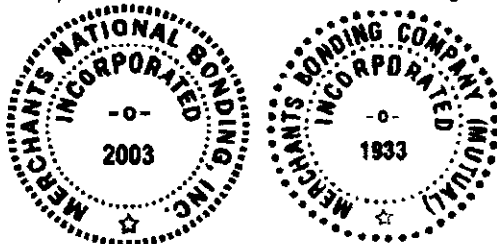
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission 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 fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020

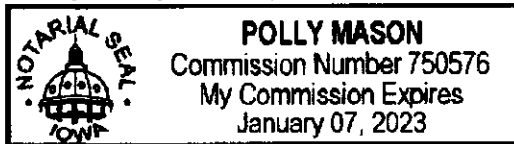


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

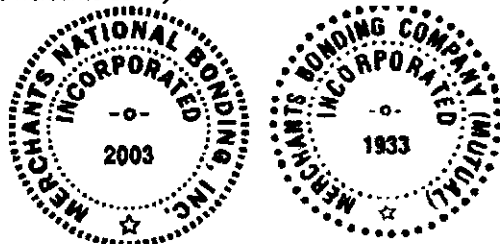


Polly Mason
Notary Public

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

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of April, 2022



William Warner Jr.
Secretary