

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/05/2023

Contract/Lease Control #: C22-3140-PW

Procurement#: ITB PW 31-21

Contract/Lease Type: AGREEMENT – CLOSE OUT

Award To/Lessee: GULF ATLANTIC CONTRACTORS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/07/2021

Expiration Date: 364 DAYS FROM NTP

Description of: BLUEWATER BAY MSBU FLOOD MITIGATION PROJECT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed: December 5, 2023

CC: BCC RECORDS

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

DATE: November 21, 2023

TO: Finance Department

SUBJECT: Contract No. C22-3140-PW

MANAGING DEPARTMENT: PW

CONTRACTOR'S NAME: Gulf Atlantic Constructors, Inc.

PROJECT TITLE: Bluewater Bay MSBU Flood Mitigation Project

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

	Yes	No
1. <u>Final Invoice</u>	X	

	Yes	No	N/A
2. <u>Close-Out Documents</u>			
a. <u>Signed Release of Lien</u>	X		
b. <u>Proof of Completion Advertisement</u>			X
c. <u>Certificate of Insurance</u>	X		
d. <u>Consent of Surety to Final Payment</u>	X		
e. <u>Proof of Performance/Payment Bond</u>			X
<u>Continuation 12 Months Following</u>			
<u>Final Payment</u>			
f. <u>Grants approval/signature</u>			X

3. Remarks

Faye Douglas Digitally signed by Faye Douglas
Date: 2023.11.21 16:02:39 -06'00'

OMB DIRECTOR

DATE

APPLICATION FOR PAYMENT

From: Gulf Atlantic Constructors, Inc. 650 W. Oakfield Rd Pensacola, FL 32503	Date: 9/14/2023 Estimate No.: 6-FINAL Contract No.: C22-3140-PW	
Project: BWB MSBU Flood Mitigation Project		
Period: March 22, 2023 to September 14, 2023		

FINAL INVOICE

Original Contract Sum	\$	318,404.82
Net Change by Change Orders	\$	65,311.59
Contract Sum to Date	\$	383,716.41

ANALYSIS OF WORK PERFORMED

	<u>This Estimate</u>	<u>To Date</u>
1a. Work Completed	\$ 47,886.70	\$ 383,716.41
1b. Stored Material	\$ -	\$ (0.00)
1c. Total Earned	\$ 47,886.70	\$ 383,716.41
2. Amount Retained at 5% per Contract	\$ -	- \$ 16,791.49
3. Net Amount Earned on Contract.....	\$ 47,886.70	\$ 366,924.92
4. Amount of Previous Payments		- \$ 319,038.22
5. Amount Due This Application		\$ 47,886.70
6. Retainage Payout	<i>Shown in 'Certified Amount'</i>	\$ 16,791.49

CERTIFICATION OF CONTRACTOR

The undersigned Contractor certifies, to the best of its knowledge, the following:

1. All previous progress payments received from the Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
2. Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interests, or encumbrances); and
3. All the Work covered by this Application for Payment is in accordance with the Contract documents and is not defective.

By: Pamela Caddell
Gulf Atlantic Constructors, Inc.

Date: 09142023

CERTIFICATION of ENGINEER

I certify that in accordance with the Contract Documents, based on observations of the executed work and the date comprising the application, the Engineer certifies to the Owner that to the best of the Engineer'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 to payment in the Amount Certified.

AMOUNT CERTIFIED: \$ 64,678.19

By: Ray Petrey
Engineer

Date: 11-21-2023

C22-3140-PW		BWB MSBU Flood Mitigation Project				Gulf Atlantic Constructors, Inc.		Change Order #1	Change Order #2	\$65,311.59	Estimate No. 6				FINAL	3/22/2023	to	9/14/2023	TO-DATE (09/14/2023)				
						January 26, 2022				ADJ. CONTRACT	QTY WORK COMPLETED		STOCKPILE VALUE		VALUE OF WORK COMPLETED				QTY WORK COMPLETED	STOCKPILE VALUE	WORK COMPLETE (\$)	%	
#	ITEM #	ITEM DESC.	QUANTITY	UNIT	UNIT COST	ORIG. CONTRACT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	ADJ. CONTRACT	PREVIOUS	THIS EST.	PREVIOUS	THIS EST.	PREVIOUS	THIS EST.	PREVIOUS	THIS EST.	PREVIOUS	THIS EST.	%	
1	101-1	Mobilization - Base Bid	1	LS	\$ 30,000.00	\$ 30,000.00		\$ -		\$ -	\$ 30,000.00	1.00		\$ -		\$ 30,000.00	\$ -	1.00	\$ -	\$ 30,000.00	\$ -	100.0%	
2	102-1	Maintenance of Traffic - Base Bid	1	LS	\$ 5,500.00	\$ 5,500.00		\$ -		\$ -	\$ 5,500.00	1.00		\$ -		\$ 5,500.00	\$ -	1.00	\$ -	\$ 5,500.00	\$ -	100.0%	
3	104-1	Prevention, Control, and Abatement of Erosion and	1	LS	\$ 15,000.00	\$ 15,000.00		\$ -		\$ -	\$ 15,000.00	1.00		\$ -		\$ 15,000.00	\$ -	1.00	\$ -	\$ 15,000.00	\$ -	100.0%	
4	104-1	Coffer Dam/Sheet Piling and Dewatering - Base Bid	1	LS	\$ 109,574.68	\$ 109,574.68		\$ -		\$ -	\$ 109,574.68	1.00		\$ -		\$ 109,574.68	\$ -	1.00	\$ -	\$ 109,574.68	\$ -	100.0%	
5	110-1	Clearing & Grubbing - Base Bid	1	LS	\$ 11,250.00	\$ 11,250.00		\$ -		\$ -	\$ 11,250.00	1.00		\$ -		\$ 11,250.00	\$ -	1.00	\$ -	\$ 11,250.00	\$ -	100.0%	
6	110-2	Miscellaneous Demolition - Base Bid	1	EA	\$ 11,250.00	\$ 11,250.00		\$ -		\$ -	\$ 11,250.00	1.00		\$ -		\$ 11,250.00	\$ -	1.00	\$ -	\$ 11,250.00	\$ -	100.0%	
7	110-3	30" Pipe and Structure Removal	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	\$ 5,000.00	1.00		\$ -		\$ 5,000.00	\$ -	1.00	\$ -	\$ 5,000.00	\$ -	100.0%	
8	120-1	Excavation/Embankment - Base Bid	1	LS	\$ 15,000.00	\$ 15,000.00		\$ -		\$ -	\$ 15,000.00	1.00		\$ -		\$ 15,000.00	\$ -	1.00	\$ -	\$ 15,000.00	\$ -	100.0%	
9	120-2	Subgrade Preparation	753	SY	\$ 23.38	\$ 17,605.14		\$ -		\$ -	\$ 17,605.14	753.00		\$ -		\$ 17,605.14	\$ -	753.00	\$ -	\$ 17,605.14	\$ -	100.0%	
10	285-1	8" Crushed Aggregate Base Course	684	SY	\$ 25.00	\$ 17,100.00		\$ -		\$ -	\$ 17,100.00	684.00		\$ -		\$ 17,100.00	\$ -	684.00	\$ -	\$ 17,100.00	\$ -	100.0%	
11	334-1	Superpave Asphalt Concrete, 2" Depth	69	TN	\$ 125.00	\$ 8,625.00		\$ -		\$ -	\$ 8,625.00	69.00		\$ -		\$ 8,625.00	\$ -	69.00	\$ -	\$ 8,625.00	\$ -	100.0%	
12	425-2	FDOT Type 2 Curb Inlet Top, FDOT Type J Alt. B I	2	EA	\$ 11,000.00	\$ 22,000.00		\$ -		\$ -	\$ 22,000.00	2.00		\$ -		\$ 22,000.00	\$ -	2.00	\$ -	\$ 22,000.00	\$ -	100.0%	
13	425-3	Type K DBI (10'-10" X 5'-10") w/ 4'-0" X 3'-6" Grate	1	EA	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -	\$ 10,000.00	1.00	0.00	\$ -		\$ 10,000.01	\$ (0.01)	1.00	\$ -	\$ 10,000.00	\$ -	100.0%	
14	430-1	36" ADS Pipe	160	LF	\$ 90.00	\$ 14,400.00		\$ -		\$ -	\$ 14,400.00	160.00		\$ -		\$ 14,400.00	\$ -	160.00	\$ -	\$ 14,400.00	\$ -	100.0%	
15	430-2	Dual 36" Pipe Side Drain MES	1	EA	\$ 7,500.00	\$ 7,500.00		\$ -		\$ -	\$ 7,500.00	1.00		\$ -		\$ 7,500.00	\$ -	1.00	\$ -	\$ 7,500.00	\$ -	100.0%	
16	520-1	FDOT Type F Curb	340	LF	\$ 25.00	\$ 8,500.00		\$ -		\$ -	\$ 8,500.00	340.00		\$ -		\$ 8,500.00	\$ -	340.00	\$ -	\$ 8,500.00	\$ -	100.0%	
17	981-1	Sodding, Centipede or St. Augustine	1700	SY	\$ 3.00	\$ 5,100.00		\$ -		\$ -	\$ 5,100.00	1700.00		\$ -		\$ 5,100.00	\$ -	1700.00	\$ -	\$ 5,100.00	\$ -	100.0%	
18	SP-1	Utility Protection	1	AL	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	\$ 5,000.00	1.00		\$ -		\$ 5,000.00	\$ -	1.00	\$ -	\$ 5,000.00	\$ -	100.0%	
19	CO#1	Material Price Increase [CO#1]		LS	\$ 17,424.88	\$ -	1.000	\$17,424.88		\$ -	\$ 17,424.88	1.00		\$ -		\$ 17,424.88	\$ -	1.00	\$ -	\$ 17,424.88	\$ -	100.0%	
20	CO#2	Modifications due to Changed Conditions		LS	\$ 41,690.00	\$ -		\$ -	1.000	\$41,690.00	\$ 41,690.00	0.00	1.00	\$ -		\$ -	\$ 41,690.00	\$ -	1.00	\$ -	\$ 41,690.00	\$ -	100.0%
21	CO#2	Erosion Control for Environm. Sens. Areas		LS	\$ 3,617.46	\$ -		\$ -	1.000	\$3,617.46	\$ 3,617.46	0.00	1.00	\$ -		\$ -	\$ 3,617.46	\$ -	1.00	\$ -	\$ 3,617.46	\$ -	100.0%
22	CO#2	36" Pipe FES		EA	\$ 2,579.25	\$ -		\$ -	1.000	\$2,579.25	\$ 2,579.25	0.00	1.00	\$ -		\$ -	\$ 2,579.25	\$ -	1.00	\$ -	\$ 2,579.25	\$ -	100.0%
					Subtotals:		\$ 318,404.82	\$17,424.88	\$47,886.71	\$ 383,716.41				\$ -	\$ -	\$ 335,829.71	\$ 47,886.70		\$ -	\$ 383,716.41	\$ -	100.0%	
											PREVIOUS EARNED:		\$	335,829.71									
											STORED + WORK COMPLETE:		\$	47,886.70	Total TO-DATE:		\$	383,716.41					



Gulf-Atlantic Constructors, Inc.

650 WEST OAKFIELD ROAD, PENSACOLA, FLORIDA 32503 (850) 477-0588
FAX (850) 479-2788 CGC061257

Final

Waiver and Release of Lien

The undersigned, upon receipt of **\$7250.00** hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond, including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through dates 2/28/2023 on the project:

Bluewater Bay MSBU Flood Mitigation Project ITB PW 31-21

This waiver and release does not cover any labor, services, or materials furnished after the specified date. The undersigned represents that he/she is an authorized agent of Lienor, and has the authority to execute this waiver and release of lien or bond on behalf of the Lienor.

Date: 10/04/2023

TFR Paving and Grading

Signature

STATE OF FLORIDA

COUNTY OF ESCAMBIA

SWORN TO AND SUBSCRIBED BEFORE ME THIS 4th DAY of October 2023

PERSONALLY KNOWN

I.D. _____

(NOTARY PUBLIC)

STAMP HH 399211

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory for





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pensacola, FL-Hiles McLeod-Hub International Gulf South 1900 N 9Th Ave Pensacola FL 32503	CONTACT NAME: Julie Villarose PHONE (A/C, No, Ext): 850-432-9912 FAX (A/C, No): 850-432-3875 E-MAIL ADDRESS: julie.villarose@hubinternational.com																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Evanston Insurance Company</td> <td></td> <td>35378</td> </tr> <tr> <td>INSURER B : Continental Divide Insurance Company</td> <td></td> <td>35939</td> </tr> <tr> <td>INSURER C : Colony Specialty Insurance Company</td> <td></td> <td>36927</td> </tr> <tr> <td colspan="2">INSURER D :</td> <td></td> </tr> <tr> <td colspan="2">INSURER E :</td> <td></td> </tr> <tr> <td colspan="2">INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Evanston Insurance Company		35378	INSURER B : Continental Divide Insurance Company		35939	INSURER C : Colony Specialty Insurance Company		36927	INSURER D :			INSURER E :			INSURER F :	
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INSURED Gulf-Atlantic Constructors, Inc. 650 W Oakfield Rd Pensacola FL 32503	GULFCON-01																				

COVERAGES CERTIFICATE NUMBER: 1492276261 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	MKLV2PBC001773	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	05APM032664-01	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Pollution Liability			PP4281013	6/21/2023	6/21/2024	Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Bluewater Bay. The Certificate Holder, Owner and all other parties required to be named as Additional Insureds by written contract are Additional Insureds as respects General Liability (for on-going & completed operations, on a primary & noncontributory basis), & Automobile Liability. Waiver of Subrogation applies in favor of certificate holder as respects General Liability, Automobile Liability, if required by written contract. 10 days' notice of cancellation, termination other than normal expiration, or material change in the policy, applies to the certificate holder as respects General Liability, Automobile Liability, except for cancellation by the insured or cancellation for non-payment of premium.

CERTIFICATE HOLDER Okaloosa County BCC 5479A Old Bethel Road Crestview FL 32539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

Bond No. S-335465

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

TO OWNER:
(Name and address)

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

PROJECT:
(Name and address)

Bluewater Bay MSBU Flood Mitigation Project

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

NGM Insurance Company
4601 Touchton Road East, Suite 3400
Jacksonville, FL 32246

on bond of
(Insert name and address of Contractor)

Gulf-Atlantic Constructors, Inc.
650 West Oakfield Road
Pensacola, FL 32503 (850

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

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

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 4, 2023
(Insert in writing the month followed by the numeric date and year.)

NGM Insurance Company
(Surety)

By: Mark W. Edwards, II
(Signature of authorized representative)

Mark W. Edwards, II Attorney-in-Fact
(Printed name and title)

Attest:
(Seal): Shannon Larry



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Mark W Edwards II, Jeffrey M Wilson, Robert R Freel, Alisa B Ferris, Richard H Mitchell, Anna Childress, William M. Smith**-----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Twenty Five Million Dollars (\$25,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance 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 office 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.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Lauren K. Powell
Assistant Secretary



State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.

A. Rose



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 4th day of October, 2023.

Andrew Rose

Andrew Rose, Vice President