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: | Nove | ember 21, 2023 | | | | |
|---|-----------|---------------|-------------------------|----------------------------------|----------------------|-----------|-----------|
| 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. Final Invoice X Yes No 2. Close-Out Documents X Yes No N/A 2. Close-Out Documents X X X X 4. Signed Release of Lien X X X 5. Proof of Completion Advertisement X X 6. Proof of Surety to Final Payment X X 6. Proof of Performance/Payment Bond X X 6. Proof of Performance/Payment Bond X X 6. Grants approval/signature X X | то: | <u>Fina</u> | nce Department | | | | |
| 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 No 1. Final Invoice X Yes No No N/A 2. Close-Out Documents 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 X Gontinuation 12 Months Following Final Payment X f. Grants approval/signature X | SUBJECT: | <u>Cont</u> | ract No. C22-31 | 40-PW | | | |
| Bluewater Bay MSBU Flood Mitigation Project The attached has met the final payment contract requirement in subject contract. Yes No 1. Final Invoice X Yes No N/A 2. Close-Out Documents X 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 X final Payment X X final Payment X X | MANAGING | G DEP | ARTMENT: | PW | | | |
| Yes No Yes No 1. Final Invoice X Yes No N/A 2. Close-Out Documents X 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 X final Payment | CONTRACT | OR'S | NAME: | Gulf Atlantic Constructors, In | nc. | | |
| YesNo1. Final InvoiceXYesNoN/A2. Close-Out Documentsa. Signed Release of LienXb. Proof of Completion AdvertisementXc. Certificate of InsuranceXd. Consent of Surety to Final PaymentXe. Proof of Performance/Payment BondXContinuation 12 Months FollowingFinal Paymentf. Grants approval/signatureX | PROJECT T | ITLE | : | Bluewater Bay MSBU Flood | Mitigation Projec | t | |
| YesNo1. Final InvoiceXYesNoN/A2. Close-Out Documentsa. Signed Release of LienXb. Proof of Completion AdvertisementXc. Certificate of InsuranceXd. Consent of Surety to Final PaymentXe. Proof of Performance/Payment BondXContinuation 12 Months FollowingFinal Paymentf. Grants approval/signatureX | Т | The att | ached has met t | he final payment contract requir | rement in subject of | contract. | |
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| YesNoN/A2.Close-Out DocumentsXa.Signed Release of LienXb.Proof of Completion AdvertisementXc.Certificate of InsuranceXd.Consent of Surety to Final PaymentXe.Proof of Performance/Payment BondXContinuation 12 Months FollowingFinal Paymentf.Grants approval/signatureX | 1 | ъ. | 17 | | | N/ | |
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| 2.Close-Out Documentsa.Signed Release of LienXb.Proof of Completion AdvertisementXc.Certificate of InsuranceXd.Consent of Surety to Final PaymentXe.Proof of Performance/Payment BondXContinuation 12 Months FollowingFinal Paymentf.Grants approval/signatureX | | | | | | | |
| a.Signed Release of LienXb.Proof of Completion AdvertisementXc.Certificate of InsuranceXd.Consent of Surety to Final PaymentXe.Proof of Performance/Payment BondXContinuation 12 Months FollowingFinal Paymentf.Grants approval/signatureX | | | | | Yes | s No | N/A |
| b.Proof of Completion AdvertisementXc.Certificate of InsuranceXd.Consent of Surety to Final PaymentXe.Proof of Performance/Payment BondXContinuation 12 Months FollowingFinal Paymentf.Grants approval/signatureX | 2 | 2. <u>Clo</u> | ose-Out Docum | ents | | | |
| c.Certificate of InsuranceXd.Consent of Surety to Final PaymentXe.Proof of Performance/Payment BondXContinuation 12 Months FollowingFinal PaymentXf.Grants approval/signatureX | | a. | Signed Releas | e of Lien | Χ | | |
| d.Consent of Surety to Final PaymentXe.Proof of Performance/Payment BondXContinuation 12 Months FollowingFinal Paymentf.Grants approval/signatureX | | b. | Proof of Comp | oletion Advertisement | | | X |
| e. Proof of Performance/Payment Bond X Continuation 12 Months Following Final Payment f. Grants approval/signature X | | c. | Certificate of I | Insurance | X | | - - 3- |
| Continuation 12 Months FollowingFinal Paymentf. Grants approval/signatureX | | d. | Consent of Su | rety to Final Payment | X | | |
| Final Paymentf.Grants approval/signatureX | | e. | Proof of Perfo | rmance/Payment Bond | | | X |
| f. Grants approval/signature X | | | Continuation | 2 Months Following | | | |
| | | | Final Payment | ; | | | |
| | | f. | Grants approv | al/signature | | | X |
| | 3 | | | al/signature | | | <u> </u> |
| | | | | | | | |
| | Fave D | 000 | | gned by Faye Douglas | | | |
| Fave Douglas | | | Stars Date: 2023 | | | | |
| Faye Douglas Digitally signed by Faye Douglas Date: 2023.11.21 16:02:39 -06'00' | OMB DIREC | TOR | | | DATE | | |

APPLICATION FOR PAYMENT

| From: | Gulf Atlantic Constructors, Inc. | | Date: | | 9/14/2023 |
|------------------------------|---|---|----------------------------------|------------------------|---|
| | 650 W. Oakfield Rd | | Estimate No.: | | 6-FINAL |
| | Pensacola, FL 32503 | | Contract No.: | C2 | 22-3140-PW |
| Project: | BWB MSBU Flood Mitigation Project | | | | |
| Period: | March 22, 2023 to Septemb | oer 14, 2023 | | | |
| | | Orig | inal Contract Sum | \$ | 318,404.82 |
| | FINAL INVOICE | Net Change b | by Change Orders | \$ | 65,311.59 |
| | | Con | tract Sum to Date | \$ | 383,716.41 |
| | ANALYSIS OF | WORK PERFO | ORMED | | |
| | | | | | |
| | | Th | is Estimate | Terminologies | To Date |
| 1a. | Work Completed | <u>Th</u> \$ | <u>is Estimate</u> 47,886.70 | \$ | To Date 383,716.41 |
| 1a. 1b. | Work Completed Stored Material | to an a start and the start of the start of the | | \$ \$ | |
| | | \$ | | | 383,716.41 |
| 1b. | Stored Material | \$ \$ | 47,886.70 | \$ | 383,716.41 (0.00) |
| 1b. 1c. | Stored Material Total Earned | \$ \$ \$ | 47,886.70 | \$ \$ | 383,716.41 (0.00) 383,716.41 |
| 1b. 1c. 2. | Stored Material Total Earned Amount Retained at 5% per Contract | \$ \$ \$ | 47,886.70 - 47,886.70 - | \$ \$ - \$ | 383,716.41 (0.00) 383,716.41 16,791.49 |
| 1b. 1c. 2. 3. | Stored Material Total Earned Amount Retained at 5% per Contract Net Amount Earned on Contract | \$ \$ \$ | 47,886.70 - 47,886.70 - | \$ \$ - \$ | 383,716.41 (0.00) 383,716.41 16,791.49 366,924.92 |
| 1b. 1c. 2. 3. 4. | Stored Material Total Earned Amount Retained at 5% per Contract Net Amount Earned on Contract Amount of Previous Payments | \$ \$ \$ \$ | 47,886.70 - 47,886.70 - | \$ \$ \$ - \$ | 383,716.41 (0.00) 383,716.41 16,791.49 366,924.92 319,038.22 |

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.

Pamela Caddell By:

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

Lette. By:

Date: 11-21-2023

| | | | | | | | | | | | | | | - / | | - / / | 71 | | - / / | |
|--------------|--|---------|--------|----------------|--------------------|-------------------|----------|-------------|---------------|--|------------|-----------------------|---|---------------|---------------|--------------|-----------|---------------|---------------|-----------------|
| C22-3140-PW | BWB MSBU Flood Mitigation P | roject | | Gulf Atlantic | Constructors, Inc. | Change Order #1 | Change | Order #2 | \$65,311.59 | 10.8 21 21 21 21 21 21 21 21 21 21 21 21 21 | Estimat | | FINAL | 3/22/2023 | to | 9/14/2023 | 0 | | 9/14/2023) | |
| CZ2-3140-1 W | BWB WISBO HOOd WIRigation | roject | | GuilyActuricie | constructors, mor | January 26, 2022 | | | Added by CO | NONO | QTY WORK C | and the second second | and the second se | PILE VALUE | VALUE OF WOR | | QTY WORK | | WORK COMPLET | ^{re} % |
| # ITEM # | ITEM DESC. | QUANTIT | Y UNIT | UNIT COST | ORIG. CONTRACT | QUANTITY AMOUNT | QUANTITY | AMOUNT | ADJ. CONTRACT | - 10 00 41 0 | PREVIOUS | THIS EST. | PREVIOUS | THIS EST. | PREVIOUS | THIS EST. | COMPLETED | VALUE | (\$) | |
| 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 | 0 | 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 | THE THE THE THE | 1.00 | | \$ - | | \$ 15,000.00 | \$ - | 1.00 | \$ - | \$ 15,000.00 |) 100.0% |
| 4 104-1 | Coffer Dam/Sheet Piling and Dewatering - Base Bic | 1 | LS | \$ 109,574.68 | \$ 109,574.68 | \$ - | | \$ - | \$ 109,574.68 | 10E 10 10 10 10 10 10 10 10 10 10 10 10 10 | 1.00 | | \$ - | | \$ 109,574.68 | \$ - | 1.00 | \$ - | \$ 109,574.68 | 3 100.0% |
| 5 110-1 | Clearing & Grubbing - Base Bid | 1 | LS | \$ 11,250.00 | \$ 11,250.00 | \$ - | | \$ - | \$ 11,250.00 | 9-30 9-30 9-30 9-31 | 1.00 | | \$ - | | \$ 11,250.00 | \$ - | 1.00 | \$ - | \$ 11,250.00 |) 100.0% |
| | 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 | |
| 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 | |
| 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 | |
| 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 | |
| 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 | |
| 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 | |
| 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 | Ş - | \$ 22,000.00 | |
| 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 | | 1.00 | Ş - | | 0 100.0% |
| 14 430-1 | 36" ADS Pipe | 160 | LF | \$ 90.00 | \$ 14,400.00 | \$ - | | \$ - | \$ 14,400.00 | | 160.00 | | \$ - | | \$ 14,400.00 | \$ - | 160.00 | \$ - | | 0 100.0% |
| 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 | Ş - | \$ 7,500.00 | |
| 16 520-1 | FDOT Type F Curb | 340 | LF | \$ 25.00 | \$ 8,500.00 | \$ - | | \$ - | \$ 8,500.00 | | 340.00 | | \$ - | | \$ 8,500.00 | | 340.00 | Ş - | \$ 8,500.00 | |
| 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 | Ş - | \$ 5,100.00 | |
| 18 SP-1 | Utility Protection | 1 | AL | \$ 5,000.00 | \$ 5,000.00 | \$ - | | \$ - | \$ 5,000.00 | | 1.00 | | \$ - | | \$ 5,000.00 | ş - | 1.00 | Ş - | | 0 100.0% |
| 19 CO#1 | Material Price Increase [CO#1] | | LS | \$ 17,424.88 | \$ - | 1.000 \$17,424.88 | | \$ - | \$ 17,424.88 | | 1.00 | | Ş - | | \$ 17,424.88 | ş - | 1.00 | Ş - | \$ 17,424.88 | |
| 20 CO#2 | Modifications due to Changed Conditions | | LS | \$ 41,690.00 | \$ - | \$ - | 1.000 | \$41,690.00 | \$ 41,690.00 | | 0.00 | 1.00 | Ş - | | Ş - | \$ 41,690.00 | 1.00 | Ş - | | 0 100.0% |
| 21 CO#2 | Erosion Control for Environm. Sens. Areas | | LS | \$ 3,617.46 | \$ - | \$ - | 1.000 | \$3,617.46 | | | 0.00 | 1.00 | \$ - | | \$ - | \$ 3,617.46 | 1.00 | Ş - | | 6 100.0% |
| 22 CO#2 | 36" Pipe FES | | EA | \$ 2,579.25 | \$ - | \$ - | 1.000 | \$2,579.25 | | | 0.00 | 1.00 | Ş - | | Ş - | \$ 2,579.25 | 1.00 | <u>ş</u> - | ., | 5 100.0% |
| | | | | Subtotals: | \$ 318,404.82 | \$17,424.88 | | \$47,886.71 | \$ 383,716.41 | | | | \$ - | Ş - | \$ 335,829.71 | | | Ş - | \$ 383,716.41 | i 100.0% |
| | | | | | | | | | | e | | | PREVIC | DUS EARNED: | \$ | 335,829.71 | | | | |
| | | | | | | | | | | | | | STORED + W | ORK COMPLETE: | \$ | 47,886.70 | To | tal TO-DATE : | \$ 383,716.41 | 1 |



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 eisha S. Surker Signature 🖉

STATE OF FLORIDA COUNTY OF ESCAMBIA SWORN TO AND SUBSCRAIBED BEFORE ME THIS 4th DAY of October 2023

X PERSONALLY KNOWN

I.D.

(NOTARY PUBLIC)

STAMP HH399211 Note: This is a statutory form prescribed by Section 713.20, Florida Statues (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

| Pensacola FL -Hiles McLacol-Hub International Gulf South Pensacola FL 32503 Market Ave Pensacola FL 3250 Market Ave Pensacola FL 32503 Market Ave Pensacola FL 32503 Market Ave Pensacola FL 3250 Market Ave Pensacola FL 4250 | 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. | | | | | | | | | |
|---|--|-------|----------|---|---------|------------------------|--|--|--|--|
| PRODUCES PROCESS PROC | If SUBROGATION IS WAIVED, subject | to th | ne ter | ms and conditions of th | e polic | y, certain po | olicies may r | AL INSURED provisions equire an endorsement | s or be A sta | endorsed. atement on |
| Pensacola FL-Hiles McLeod-Hub International Gulf South Pensacola FL 3203 Pensacola FL 32000 Pensacola FL 320000 Pensacola FL 3200000 Pensacola FL 320000 Pensacola FL 320000 Pensacola FL 320000 Pe | PRODUCER | | | | CONTAG | <u>ст</u> | | | | |
| JBUD NUMPSION Personation FL 32503 NEWRER Guil-Alanic Constructors, Inc. 650 W Oakfield Rd Pensacola FL 32503 OULFORM ¹ Insurance Company 36376 36972 Soute Rs, Versonale Coverance Newree Statements Divide Insurance Company 36927 36972 Pensacola FL 32503 Insure R: Insure R | | rnati | onal | Gulf South | | | Charles and the second second second | FAX (A/C, No): | 350-43 | 2-3875 |
| NBURED UNITED CONSTRUCTORS INC. GUIFALIATIC Constructors, Inc. GUIFALIATIC, INC. GUIFALIAT | 1900 N 911 AVE | | | | | | | | | |
| NUMBER 0 GUIFORM Insurance Company 33939 Selver AL Evanston Insurance Company 39939 Selver AL Evanston Insurance Company 39939 Names c. Colory Specially Insurance Company 39939 Special Company of Sp | | | | | ADDICE | | an an the second second second second | | | NAIC # |
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| Gulf-Atlantic Constructors, Inc. Builder Rd Pensacola FL 32503 Insurance Company 36927 Insurance Inc. Insurance Insurance Inc. Insurance Inc. Insure Insurance Inc. Insurance I | | | | | | | | | | |
| Densacola PL 52533 | Gulf-Atlantic Constructors, Inc. | | | | | | | | | |
| COVERAGES CERTIFICATE NUMBER: 1402/2021 COVERAGES CERTIFICATE NUMBER: 1402/2022 COVERAGES CERTIFICATE NUMBER: 1402/2022 CERTIFICATE NUMBER: 1402/202 | | | | | | | | | | 00021 |
| COVERAGES CEPTIFICATE NUMBER: 1492/27281 REVISION NUMBER: TO CORTRY THAT THE POLICIES OF INSURANCE LISTED BELOW MAYE BEEN ISSUED TO THE MOURDE NAMED ABOVE FOR THE POLICY PERIOD NOICATED. NOTWITHSTANDING AN REQUESTMENT. THEN IG RODOTION OF ANY CONTRACT OF ON THE RODOCUMENT WILL BESORED TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REPUCED BY THE POLICY REPOLICY DESCRIBED FOR CAME. A CONCENTRATION OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REPUCED BY THE POLICY REPOLICY REPOLICY DESCRIBED FOR CAME. A CONCENTRATION OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REPUCED BY THE POLICY REPOLICY REPORTS REPOLICY REPOLICY REPOLICY REPOLICY REPOLICY REPOLICY REPOLICY REPOLICY REPORTS | Pensacola FL 32505 | | | | | | | | | |
| COVERAGES CENTRICATE NUMBER: 140227281 REVISION NUMBER: THIS IS TO CENTRY THAT THE POLICES OF NUMBERATE, LISEN DE ELON HAVE DEEN ISSUED TO THE INSURED NAME ADAVE FOR THE POLICES INTO ALL THE TERMS, CONSTRUCT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CENTRICATOR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CENTRICATOR OTHER DOCUMENT WITH RESPECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICES, LIMITS SHOWN MAY HAVE EEEN REDUCED BY PAID CLAMS, SUCH CONTROL OF MAY PERTAIN. THE INSURANCE WATER DUCED BY PAID CLAMS, AND CONDITIONS OF SUCH POLICES, LIMITS SHOWN MAY HAVE EEEN REDUCED BY PAID CLAMS, SUCH CONTROL OF MAY PERTAIN. A COMMERCIA, GENERAL LABLITY Y MK/LV2PBC001773 1/1/2023 1/1/2024 LIMITS DAMAGE OF MORE DESCRIPTION OF ANY DESCRIPTION OF ANY CONTRACT OR OTHER DOCUMENTS OF MAIL THE TRANS, SUCK ANY NUMEY S1000,000 CENTRE COMMERCIA, GENERAL LABLITY Y MK/LV2PBC001773 1/1/2023 1/1/2024 LIMITS DAMAGE OF MORE DESCRIPTION OF ANY CONTRACT OR OTHER DOCUMENTS OF MAIL THE TRANS, S00,000 CENTRE COMMERCIA, GENERAL LABLITY Y Y MK/LV2PBC001773 1/1/2023 1/1/2024 LIMITS S00,000 CENTRE COMMERCIA CONTRES OF CONTROL OF MAIL THE TRANS, S00,000 ENDITION OF CONTROL OF CONTRO | | | | | | | | | | |
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| CERTIFICATE HOLDER 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. Okaloosa County BCC 5479A Old Bethel Road Crestview FL 32539 Authorized representative The L.L. | 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, and the policy of the certificate holder as respects General Liability. | | | | | | | | | |
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| CONSENT OF SURETY TO FINAL PAYMENT AIA Document G707 Bond No. S-335465 | AI CO SU | WNER CHITECT ONTRACTOR URETY THER |
|---|---|---|
| TO OWNER: (Name and address) | ARCHITECT'S PROJECT NO. | • |
| Okaloosa Board of County Commissioners 1250 N. Eglin Parkway Shalimar, FL 32579 | CONTRACT FOR: | |
| PROJECT: (Nume and address) | CONTRACT DATED: | |
| Bluewater Bay MSBU Flood Mitigation Project | | |
| | | |
| In accordance with the provisions of the Contract between the Owne (Insert name and address of Surety) | er and the Contractor as indicated a | bove, the |
| NGM Insurance Company 4601 Touchton Road East, Suite 3400 Jacksonville, FL 32246 | | |
| on bond of (Insert name and address of Contractor) | | , SURETY, |
| Gulf-Atlantic Constructors, Inc. 650 West Oakfield Road Pensacola, FL 32503 (850 | | |
| hereby approves of the final payment to the Contractor, and agrees any of its obligations to (insert name and address of Owner) | that final payment to the Contracto | , CONTRACTOR, or shall not relieve the Surety of |
| Okaloosa Board of County Commissioners 1250 N. Eglin Parkway Shalimar, FL 32579 | | |
| as set forth in said Surety's bond. | | , OWNER, |
| IN WITNESS WHEREOF, the Surety has hereunto set its hand on this (insert in writing the month followed by the moneric date and year.) | date: October 4, 2023 | |
| | NGM Insurance Company (Surely) By: Mark M (Signature of authorized representative) | Edu de II |
| Attest: (Seal): Shannon Larry Lorry | | Attorney-in-Fact |
| | | G707 |

G/0/ 1994



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:

L K. 7. 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.

Fre



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

2023 day of October 4th

ndrew Pore

Andrew Rose, Vice President

 WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
 TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
 TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.