

**CONTRACT, LEASE, AGREEMENT CONTROL FORM**

Date: 03/24/2023

Contract/Lease Control #: C21-3050-PW

Procurement#: ITB PW 07-21

Contract/Lease Type: AGREEMENT – CLOSE OUT

Award To/Lessee: GULF COAST UTILITY CONTRACTORS, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/02/2021

Expiration Date: 04/06/2023

Description of: 6<sup>TH</sup> STREET STORMWATER IMPROVEMENTS

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: [JAUTREY@MYOKALOOSA.COM](mailto:JAUTREY@MYOKALOOSA.COM)

Closed: 03/23/2023

CC: BCC RECORDS

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

**DATE:** March 8, 2023

**TO:** Finance Department

**SUBJECT:** Contract No. C21-3050-PW

**MANAGING DEPARTMENT:** PW

**CONTRACTOR'S NAME:** Gulf Coast Utility Contractors

**PROJECT TITLE:** 6<sup>th</sup> Street Stormwater Improvements

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

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

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

3. Remarks

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
OMB DIRECTOR

\_\_\_\_\_  
DATE

**APPLICATION AND CERTIFICATION FOR PAYMENT**

TO OWNER: PROJECT: C21-305-PW APPLICATION NO: 21 - FINAL  
 Okaloosa County BCC 6th Street Area Stormwater  
 1250 N Eglin Parkway Improvements  
 Shalimar, FL 32579 PERIOD TO: 1/12/2023

FROM CONTRACTOR: CONTRACT DATE: 1/22/2020  
 Gulf Coast Utility Contractors  
 13938 HWY 77  
 Southport, FL 32409

**CONTRACTOR'S APPLICATION FOR PAYMENT**

- 1. ORIGINAL CONTRACT SUM \$ 2,577,387.50
- 2. Net change by Change Orders \$ 248,797.23
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 2,826,184.73
- 4 a. Total Completed to Date \$ 2,826,184.73
- b. Total Stored to Date \$ -
- 4. TOTAL COMPLETED & STORED TO DATE \$ 2,826,184.73
- 5. RETAINAGE:
- a. 0.00 % of Completed & Stored 0.00
- 6. TOTAL EARNED LESS RETAINAGE \$ 2,826,184.73  
 (Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 2,687,881.29
- 8. CURRENT PAYMENT DUE \$ 138,303.44  
 Actual Paid To-Date \$ 2,687,881.30  
 Actual Due To-Date \$ 138,303.43
- 9. BALANCE TO FINISH, INCL. RETAINAGE \$ 0.00  
 (Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this 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 received from the Owner, and that current payment shown herein is now due.

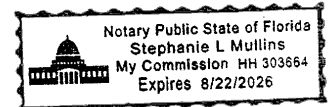
CONTRACTOR: Gulf Coast Utility Contractors

By: [Signature] Date: 2/28/23

State of Florida, County of Bay  
 Subscribed and sworn to before me this 28 day of Feb., 2023

[Signature]

Notary Public  
 My Commission expires:



**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 to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 138,303.44

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

Frank C  
 By: Tucker Date: \_\_\_\_\_

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$257,822.23	\$0.00
Total approved this Month	\$0.00	\$9,025.00
<b>TOTALS</b>	<b>\$257,822.23</b>	<b>\$9,025.00</b>
NET CHANGES by Change Order	\$248,797.23	

**SCHEDULE A**

CONTRACTOR:  
GULF COAST UTILITY CONTRACTORS  
13938 HWY 77  
PANAMA CITY, FL 32409

PROJECT NAME:  
6th Street Stormwater Improvements  
C21-305-PW

PERIOD ENDING: 01/12/23  
INVOICE NO: 21- FINAL

DATE: 01/10/23

PAY ITEM No.	DESCRIPTION	UNIT	ORIGINAL CONTRACT			CURRENT WORK COMPLETE		STORED MATERIAL		PREVIOUS WORK COMPLETE		TOTAL WORK COMPLETE	
			QUANTITY	UNIT PRICE	TOTAL COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	Mobilization	LS	1.00	\$ 110,000.00	\$ 110,000.00		0.00			1.00	110,000.00	1.00	110,000.00
2	MOT	LS	1.00	\$ 50,000.00	\$ 50,000.00		0.00			1.00	50,000.00	1.00	50,000.00
3	Erosion Control	LS	1.00	\$ 22,750.00	\$ 22,750.00		0.00			1.00	22,750.00	1.00	22,750.00
4	Inlet Protection	EA	25.00	\$ 275.00	\$ 6,875.00		0.00			25.00	6,875.00	25.00	6,875.00
5	Clearing & Grubbing	LS	1.00	\$ 379,775.00	\$ 379,775.00		0.00			1.00	379,775.00	1.00	379,775.00
6	Fencing (removal/ Reinstall)	LS	1.00	\$ 2,500.00	\$ 2,500.00		0.00			1.00	2,500.00	1.00	2,500.00
7	4" Median Wooden Post	EA	65.00	\$ 75.00	\$ 4,875.00		0.00			65.00	4,875.00	65.00	4,875.00
8	Temporary Carport Bracing	LS	1.00	\$ 5,000.00	\$ 5,000.00		0.00			1.00	5,000.00	1.00	5,000.00
9	Unsuitable Material Removal/ Replacement	CY	200.00	\$ 25.00	\$ 5,000.00	200.00	5,000.00			0.00	0.00	200.00	5,000.00
10	Type B Stabilization	SY	1290.00	\$ 5.00	\$ 6,450.00		0.00			1,290.00	6,450.00	1,290.00	6,450.00
11	OBG 4	SY	1120.00	\$ 11.75	\$ 13,160.00		0.00			1,120.00	13,160.00	1,120.00	13,160.00
12	Superpave 2"	TN	120.00	\$ 120.00	\$ 14,400.00		0.00			120.00	14,400.00	120.00	14,400.00
13	Superpave 1.5"	TN	580.00	\$ 120.00	\$ 69,600.00		0.00			580.00	69,600.00	580.00	69,600.00
14	Mill Existing Asphalt 1"	SY	6980.00	\$ 7.50	\$ 52,350.00		0.00			6,980.00	52,350.00	6,980.00	52,350.00
15	Dewatering	LS	1.00	\$ 125,000.00	\$ 125,000.00		0.00			1.00	125,000.00	1.00	125,000.00
16	Cap Pipe Ends & Flowable Fill	LS	1.00	\$ 110,000.00	\$ 110,000.00		0.00			1.00	110,000.00	1.00	110,000.00
17	Boxculvert w/ Headwall	LS	1.00	\$ 175,000.00	\$ 175,000.00		0.00			1.00	175,000.00	1.00	175,000.00
18	18" Endwall	EA	3.00	\$ 4,750.00	\$ 14,250.00		0.00			3.00	14,250.00	3.00	14,250.00
19	24" Endwall	EA	1.00	\$ 5,750.00	\$ 5,750.00		0.00			1.00	5,750.00	1.00	5,750.00
20	Inlet, DT Bot, Type E, <10', DBL Slot	EA	1.00	\$ 5,250.00	\$ 5,250.00		0.00			1.00	5,250.00	1.00	5,250.00
21	Inlet, DT Bot, Type E, J BOT <10', DBL Slot	EA	1.00	\$ 9,750.00	\$ 9,750.00		0.00			1.00	9,750.00	1.00	9,750.00
22	Inlet, DT Bot, Type F, <10'	EA	2.00	\$ 5,750.00	\$ 11,500.00		0.00			2.00	11,500.00	2.00	11,500.00
23	Inlet, DT Bot, Type F, J BOT, <10'	EA	16.00	\$ 8,975.00	\$ 143,600.00		0.00			16.00	143,600.00	16.00	143,600.00
24	Inlet, DT Bot, Type F, >10'	EA	1.00	\$ 10,000.00	\$ 10,000.00		0.00			1.00	10,000.00	1.00	10,000.00
25	Inlet, DT Bot, Type G, <10'	EA	3.00	\$ 7,950.00	\$ 23,850.00		0.00			3.00	23,850.00	3.00	23,850.00
26	Manholes, J-7, <10'	EA	1.00	\$ 9,975.00	\$ 9,975.00		0.00			1.00	9,975.00	1.00	9,975.00
27	Manholes, J-8, >10'	EA	2.00	\$ 9,750.00	\$ 19,500.00		0.00			2.00	19,500.00	2.00	19,500.00
28	Casing	EA	1.00	\$ 15,000.00	\$ 15,000.00		0.00			1.00	15,000.00	1.00	15,000.00
29	Casing	EA	1.00	\$ 17,500.00	\$ 17,500.00		0.00			1.00	17,500.00	1.00	17,500.00
30	18" HP Pipe	LF	272.00	\$ 125.00	\$ 34,000.00		0.00			272.00	34,000.00	272.00	34,000.00
31	24" HP Pipe	LF	49.00	\$ 135.00	\$ 6,615.00		0.00			49.00	6,615.00	49.00	6,615.00
32	36" HP Pipe	LF	847.00	\$ 150.00	\$ 127,050.00		0.00			847.00	127,050.00	847.00	127,050.00
33	36" HP Pipe - Class I	LF	748.00	\$ 155.00	\$ 115,940.00		0.00			748.00	115,940.00	748.00	115,940.00
34	42" HP Pipe	LF	941.00	\$ 200.00	\$ 188,200.00		0.00			941.00	188,200.00	941.00	188,200.00
35	54" RCP	LF	1509.00	\$ 275.00	\$ 414,975.00		0.00			1,509.00	414,975.00	1,509.00	414,975.00
36	24" x 38" ERCP	LF	54.00	\$ 185.00	\$ 9,990.00		0.00			54.00	9,990.00	54.00	9,990.00
37	29" x 45" ERCP	LF	89.00	\$ 225.00	\$ 20,025.00		0.00			89.00	20,025.00	89.00	20,025.00
38	43" x 68" ERCP	LF	182.00	\$ 350.00	\$ 63,700.00		0.00			182.00	63,700.00	182.00	63,700.00
39	16" Steel Carrier Pipe	LF	7.00	\$ 200.00	\$ 1,400.00		0.00			7.00	1,400.00	7.00	1,400.00
40	Roadside Swales	LS	1.00	\$ 20,000.00	\$ 20,000.00		0.00			1.00	20,000.00	1.00	20,000.00
41	Rip Rap	TNS	33.00	\$ 125.00	\$ 4,125.00		0.00			33.00	4,125.00	33.00	4,125.00
42	Asphalt Driveway, Complete	SY	62.00	\$ 50.00	\$ 3,100.00		0.00			62.00	3,100.00	62.00	3,100.00
43	Concrete Driveway, Complete	SY	664.40	\$ 75.00	\$ 49,830.00		0.00			664.40	49,830.00	664.40	49,830.00
44	Gravel Driveway, Complete	SY	235.00	\$ 25.00	\$ 5,875.00		0.00			235.00	5,875.00	235.00	5,875.00
45	Sod Allowance	SY	7950.00	\$ 3.95	\$ 31,402.50		0.00			7,950.00	31,402.50	7,950.00	31,402.50
46	Landscape Allowance	LS	1.00	\$ 5,000.00	\$ 5,000.00		0.00			1.00	5,000.00	1.00	5,000.00
47	Landscape Timbers	LF	25.00	\$ 100.00	\$ 2,500.00		0.00			25.00	2,500.00	25.00	2,500.00
48	Regrade Ditch	LS	1.00	\$ 15,000.00	\$ 15,000.00		0.00			1.00	15,000.00	1.00	15,000.00
49	Mailboxes - Remove, Temp Relocate, Reinstall	EA	6.00	\$ 250.00	\$ 1,500.00		0.00			6.00	1,500.00	6.00	1,500.00
50	Cluster Mailboxes - Remove, Temp Relocate, Reinst	EA	2.00	\$ 500.00	\$ 1,000.00		0.00			2.00	1,000.00	2.00	1,000.00
51	Signage	LS	1.00	\$ 7,500.00	\$ 7,500.00		0.00			1.00	7,500.00	1.00	7,500.00
52	Striping & Pavement Markings	LS	1.00	\$ 10,000.00	\$ 10,000.00		0.00			1.00	10,000.00	1.00	10,000.00
CO #1	CO #1	LS	1.00	\$ 35,098.70	\$ 35,098.70		0.00			1.00	35,098.70	1.00	35,098.70
CO #2	Demo	LS	1.00	\$ 24,070.00	\$ 24,070.00		0.00			1.00	24,070.00	1.00	24,070.00
CO #2	36" RCP	LF	440.00	\$ 155.00	\$ 68,200.00		0.00			440.00	68,200.00	440.00	68,200.00
CO #2	14" x 23" ERCP	LF	72.00	\$ 140.00	\$ 10,080.00		0.00			72.00	10,080.00	72.00	10,080.00
CO #2	D-Inlet	EA	3.00	\$ 7,750.00	\$ 23,250.00		0.00			3.00	23,250.00	3.00	23,250.00
CO #2	Concrete Driveway, Complete	SY	30.00	\$ 75.00	\$ 2,250.00		0.00			30.00	2,250.00	30.00	2,250.00

PAY ITEM No.	DESCRIPTION	ORIGINAL CONTRACT				CURRENT WORK COMPLETE		STORED MATERIAL		PREVIOUS WORK COMPLETE		TOTAL WORK COMPLETE	
		UNIT	QUANTITY	UNIT PRICE	TOTAL COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
CO #2	Tie Into S-28	LS	1.00	\$ 3,500.00	\$ 3,500.00		0.00			1.00	3,500.00	1.00	3,500.00
CO #2	Dewatering	LS	1.00	\$ 7,680.00	\$ 7,680.00		0.00			1.00	7,680.00	1.00	7,680.00
CO #2	MOT	LS	1.00	\$ 1,500.00	\$ 1,500.00		0.00			1.00	1,500.00	1.00	1,500.00
CO #2	Sod	LS	1.00	\$ 4,200.00	\$ 4,200.00		0.00			1.00	4,200.00	1.00	4,200.00
CO #2	14" x 23" ERCP MES	EA	1.00	\$ 2,750.00	\$ 2,750.00		0.00			1.00	2,750.00	1.00	2,750.00
CO #2	Asphalt Patch, Complete	LS	1.00	\$ 861.00	\$ 861.00	1.00	861.00			0.00	0.00	1.00	861.00
CO #2	Bond	LS	1.00	\$ 2,225.11	\$ 2,225.11		0.00			1.00	2,225.11	1.00	2,225.11
CO #2	3rd Ave Revisions	LS	1.00	\$ 15,986.25	\$ 15,986.25		0.00			1.00	15,986.25	1.00	15,986.25
CO #3	Driveways	LS	1.00	\$ 56,171.17	\$ 56,171.17		0.00			1.00	56,171.17	1.00	56,171.17
CO #4	Liquidated Damages	EA	12.00	\$ (1,000.00)	\$ (12,000.00)	12.00	(12,000.00)			0.00	0.00	12.00	(12,000.00)
CO #5	Rip Rap	TNS	75.00	\$ 125.00	\$ 9,375.00	75.00	9,375.00			0.00	0.00	75.00	9,375.00
	Remove Unsuitable Materials	CY	200.00	\$ (25.00)	\$ (5,000.00)	200.00	(5,000.00)			0.00	0.00	200.00	(5,000.00)
	Remove Steel Casing	LF	7.00	\$ (200.00)	\$ (1,400.00)	7.00	(1,400.00)			0.00	0.00	7.00	(1,400.00)
					<b>\$ 2,826,184.73</b>	<b>\$ (3,164.00)</b>	<b>\$0.00</b>	<b>\$ 2,829,348.73</b>	<b>\$ 2,826,184.73</b>				

TOTAL WORK	\$ 2,826,184.73
LESS RET	\$ -
DUE TOTAL	\$ 2,826,184.73
LESS REQUESTED	\$ 2,687,881.29
DUE THIS EST.	\$ 138,303.44

**WALDORFF**  
INSURANCE & BONDING  
M.E. Wilson Company

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

**RE: Bond No. SUR0046880**

*PROJECT: PW07-21 6<sup>th</sup> Street Area Stormwater Improvements*

Dear Sir/Madam:

Please be advised that the referenced performance and payment bond will remain in effect for 1 year after final acceptance by the Obligee, subject to the terms and conditions of the bonds.

Sincerely,



L. Dale Waldorff  
Attorney-in-Fact  
Argonaut Insurance Company

45 EGLIN PARKWAY, NE, SUITE 202  
FORT WALTON BEACH, FL 32548  
(850)581-4925

1110 NW 6TH STREET  
GAINESVILLE, FL 32601-4247  
(352)374-7779

TOLL FREE: (800)342-7621  
FAX (850)581-4930  
WWW.WALDORFFINSURANCE.COM

CONSENT OF SURETY  
TO FINAL PAYMENT  
AIA G707 Document

Bond No. SUR0046880

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PROJECT: (Name, Address)  
6th Street Area Stormwater Improvements  
Okaloosa County, FL

ARCHITECT'S PROJECT NO: ITB PW 07-21

TO: (Owner)  
Okaloosa County Board of County Commissioners  
1250 N. Eglin Parkway  
Shalimar, FL 32579

CONTRACT FOR: Construction  
CONTRACT DATE:

Contractor: Gulf Coast Utility Contractors, LLC

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In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (type the name of the surety)

Argonaut Insurance Company, SURETY,

on bond of (type the name of the Contractor)

Gulf Coast Utility Contractors, LLC, CONTRACTOR,

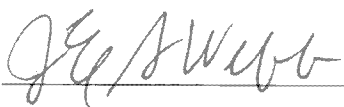
hereby approves the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (type Owner's name)

Okaloosa County Board of County Commissioners, OWNER

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,

The Surety has hereunto set its hand this 13 day of January 2023.

Witness: 

(Surety)

BY: 

L. Dale Waldorff, Attorney-In-Fact  
& FL Licensed Resident Agent

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

Bond No. SUR0046880

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

L Dale Waldorff, K Wayne Walker, Pamela L Jarman, Benjamin H French, Paul A Locascio, Rebekah F. Sharp, Trava Ridlon, Ronald J Hays

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



by: \_\_\_\_\_

Gary E. Grose, President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 13 day of January, 2023.



Austin W. King, Secretary



CONSENT OF SURETY  
TO FINAL PAYMENT  
AIA G707 Document

Bond No. SUR0046880

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PROJECT: (Name, Address)  
6th Street Area Stormwater Improvements  
Okaloosa County, FL

ARCHITECT'S PROJECT NO: ITB PW 07-21

TO: (Owner)  
Okaloosa County Board of County Commissioners  
1250 N. Eglin Parkway  
Shalimar, FL 32579

CONTRACT FOR: Construction  
CONTRACT DATE:

Contractor: Gulf Coast Utility Contractors, LLC

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In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (type the name of the surety)

Argonaut Insurance Company, SURETY,

on bond of (type the name of the Contractor)

Gulf Coast Utility Contractors, LLC, CONTRACTOR,

hereby approves 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 (type Owner's name)

Okaloosa County Board of County Commissioners, OWNER

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,  
The Surety has hereunto set its hand this 13 day of January 2023.

Witness: J. S. Webb

(Surety)

BY: L. Dale Waldorff

L. Dale Waldorff, Attorney-In-Fact  
& FL Licensed Resident Agent

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

Bond No. SUR0046880

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

L. Dale Waldorff, K. Wayne Walker, Pamela L. Jarman, Benjamin H. French, Paul A. Locascio, Rebekah E. Sharp, Trava Ridlon, Ronald J. Hays

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



by:

Gary E. Grose, President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 13 day of January, 2023.



Austin W. King, Secretary

**CONTRACT/LEASE  
PAYMENT TRACKING FORM  
COMPLETE AND ATTACH TO INVOICE FOR PROCESSING**

**COMPLETED BY DEPARTMENT**

DATE: 02/28/2023

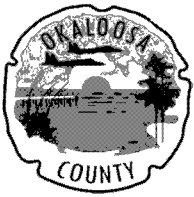
VENDOR NAME: Gulf Coast Utility Contractors, LLC VENDOR #: 21101562

CONTRACT/LEASE#: C21-3050-PW (6th Street Stormwater)

VENDOR INVOICE #	TASK ORDER # <i>(If Applicable)</i>	COUNTY/FEMA PROJECT # <i>(If Applicable)</i>	BUDGET DEPARTMENT #	ACCOUNT #	AMOUNT \$
Estimate 21	Retainage	ST000001	303	2051100	\$ 140,529.19
Estimate 21	Retainage	ST000001	101	2051100	\$ 938.25
Estimate 21	Retainage	ST000001	303	2051100	(\$ 3,164.00)
					<b>\$ 138,303.44</b>

Completed by: **Melissa Wilson** Digitally signed by Melissa Wilson  
Date: 2023.02.28 13:16:23 -06'00'

FINAL INVOICE -\$3,164.00 per Liquidated Damages agreement CO 6 - Construction.



## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** February 21, 2023  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Jason Autrey  
**SUBJECT:** Request approval of Change Order #6 for 6th Street Stormwater Project  
**DEPARTMENT:** Public Works  
**BCC DISTRICT:** 2.

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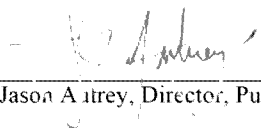
**STATEMENT OF ISSUE:** The 6th Street Stormwater Improvements Surtax project (ST000001) is substantially complete and the documentation for a final completion has been received. An amendment to the Contract is needed to decrease the contract price to accommodate Liquidated Damages which were applied for the contractor missing substantial completion milestones, and to add time to the final completion date.

**BACKGROUND:** The 6th Street Stormwater project had a December 9, 2022 substantial completion date and a January 6, 2023 final completion date after Change Order #5 was approved. Substantial completion was approved on December 22, 2022, resulting in a \$12,000 cost for Liquidated Damages and other cost changes to remove materials for the final project cost. The original Change Order #6 was submitted on January 10, 2023, after the final completion date. Change Order #6 reduces the total contract price by \$9,025 and adds 90 days to the contract time for a final completion date of April 6, 2023. No additional funds are needed to close the project.

**OPTIONS:** Approve/Disapprove/Postpone

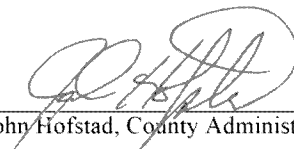
**RECOMMENDATIONS:** Approval of Change Order #6 to contract C21-3050-PW for Surtax project ST000001, 6th Street Stormwater Improvements.

**RECOMMENDED BY:**

  
Jason Autrey, Director, Public Works

2/15/2023

**APPROVED BY:**

  
John Hofstad, County Administrator

2/15/2023

## CHANGE ORDER FORM

Date: Jan 13, 2023 Contract Number: C21-3050-PW

Change Order No.: 6

Owner: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Contractor: Gulf Coast Utility Contractors, LLC

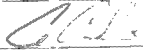
The Contract/Agreement is modified as follows upon execution of this Change Order:

Description: Final CO.

Attachments: Contractor's proposal

CHANGE TO CONTRACT PRICE	
DESCRIPTION	AMOUNT
Original Contract Price:	\$ 2,577,387.50
Net change by previously authorized Change Orders:	\$ 257,822.23
Present Contract Price:	\$ 2,835,209.73
This Change Order will add:	\$ (9,025.00)
New Contract Price:	\$ 2,826,184.73
CHANGE TO CONTRACT TIME	
DESCRIPTION	DATE or NUMBER OF DAYS
Original Contract Time:	Substantial complete: 180 days; Final complete 240 days
Original Substantial Completion Date:	30-Oct-21
Net change by previously authorized Change Orders:	349 days
This Change Order will add:	90
New Contract Time:	Substantial complete: 529 days; Final complete: 589 days
New Substantial Completion Date:	Substantial complete: Feb 6 2022, Final complete: April 6 2023

### APPROVALS

REQUESTED BY: Jason T. Autrey, P.E., C.P.M. Digitally signed by Jason T. Autrey, P.E., C.P.M. Date: 2023.02.14 13:53:12 -06'00' DATE: \_\_\_\_\_  
 PROJECT ENGINEER: Stephen Blalock Digitally signed by Stephen Blalock Date: 2023.02.14 09:45:51 -06'00' DATE: \_\_\_\_\_  
 CONTRACTOR:  DATE: \_\_\_\_\_  
 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.*



**Gulf Coast Utility Contractors, LLC**  
 13938 Hwy 77  
 Panama City FL 32409  
 850-265-9166

# Change Order

Order#: 6  
 Order Date: 01/10/2023

License: CU-CO57185

**To:** Okaloosa Cty Board of Comm  
 1250 N Eglin Parkway  
 Shalimar FL

**Project:** 403  
 21-08 6th St Stormwater Okaloosa Cty  
 1250 N Eglin Parkway  
 Shalimar FL 32536

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By: S. Bialock

Customer Order:

Specifications Attached

Description of Work	Amount
Remove Unsuitable Materials	-5,000.00
Additional Rip Rap 75 tons @\$125	9,375.00
Liquidated Damages - 12 Days @\$1,000 Day	-12,000.00
Remove 16" Steel Casing	-1,400.00

Negative changes will lower the overall contract price requiring no additional payment by owner.

**Requested Amount of Change**

**-9,025.00**

The original Contract Sum was .....	2,577,387.50
Net change by previous Change Orders .....	257,822.23
The Contract Sum prior to this Change Order .....	2,835,209.73
The Contract Sum will be changed by this Change Order .....	-9,025.00
The new Contract Sum including this Change Order will be .....	2,826,184.73
The Contract Time will be changed by .....	90 Days

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor:                      Date: \_\_\_\_\_

**Document Information Panel**



**Document Type**

BCC - AP - Disbursement Requests

**Document**

Inv# - ESTIMATE 21 Type - Ven # - 21101562 Ven Name - GULF COAST UTILITY CONTRACTORS - PO# - Project# ST000001/3050

**Document Date**

02/28/2023

**Keywords**

**Invoice Sub Type**

CONTRACT

**Department**

1001

**Vendor Number**

21101562

**Vendor Name**

GULF COAST UTILITY CONTRACTORS

**Invoice Number**

ESTIMATE 21

**Invoice Date**

2/27/2023

**Invoice Amount**

\$138,303.44

**Invoice Due Date**

3/1/2023

Save Keywords

**Document Type**

BCC - AP - Disbursement Requests

**Document**

Inv# - ESTIMATE 21 Type - Ven # - 21101562 Ven Name - GULF COAST UTILITY CONTRACTORS - PO# - Project# ST000001/3050

**Document Date**

02/28/2023

**Keywords**

**Invoice Amount**

\$138,303.44

**Invoice Due Date**

3/1/2023

**Final Payment**

YES

**Contract Number**

C213050

**Work Order No.**

**MIKG - BCC - Coding**

**PO Number/Encumbrance**

**Department/Title**

303 - INFRASTRUCT SURTAX FUND

**Account/Title**

305100 CONTRACTS PAY RETAINED%

Save Keywords