

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/13/2023

Contract/Lease Control #: C22-3130-AP

Procurement#: ITB AP 40-21

Contract/Lease Type: AGREEMENT- CLOSED OUT

Award To/Lessee: WHITESELL-GREEN, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/16/2021

Expiration Date: 210 CALENDAR DAYS FROM NTP

Description of: VPS SECURITY INSPECTION FACILITY

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed: 03/13/2023

CC: BCC RECORDS

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

DATE: February 20, 2023

TO: Finance Department

SUBJECT: Contract No. C22-3130-AP

MANAGING DEPARTMENT: AP

CONTRACTOR'S NAME: Whitesell-Green Inc.

PROJECT TITLE: VPS Security Inspection Facility

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: 2023.02.21 08:30:32 -06'00'

OMB DIRECTOR

DATE



February 14, 2023

Mr. Tracy Stage, A.A.E.
Airports Director
Okaloosa County Airports
1701 State Road 85 N.
Eglin Air Force Base, Florida 32542

**Reference: Pay Application No. 4 (FINAL) - Approved
VPS Security Inspection Facility
Okaloosa County Contract No. C22-3130-AP**

Dear Mr. Stage:

Please find enclosed one (1) signed copy of the contractor's Pay Application No. 4 (FINAL) in the amount of \$35,246.73 covering the period from 7/1/2022 through 12/31/22 for the above-referenced project.

Based on observations by our staff, we believe that the application amount accurately reflects the value of work performed and accepted through the end of the pay application period. Based on the materials furnished and work performed through the pay application period, **we recommend payment to the Contractor in the requested amount of \$35,246.73** per our certification on the enclosed applications. The amount includes release of all retainage as follows:

Total Earned:	\$ 704,934.58
0% Retainage:	\$ 0.00
Total Earned Less Retainage:	\$ 704,934.58
Less Previous Payments:	\$ 669,687.85
Invoice Amount (this period):	\$ 35,246.73

The following documentation has been provided by the Contractor as part of the close-out process and is enclosed for your records:

- Final Release of Liens from Whitesell-Green, Inc.
- Final Release of Liens from E. F. Thompson Geotechnologies, Inc.
- Final Release of Liens from Ethos Electrical Solutions, LLC
- Final Release of Liens from Christopher C. Bargaineer Concrete Construction, Inc.
- Final Release of Liens from West Florida Coatings, Inc.
- Final Release of Liens from Metal Building Erectors, LLC
- Consent of Surety to Final Payment
- Statement from Insurance Company that Payment and Performance Bonds will remain in effect for one year following final payment
- Certificate of Insurance
- Notice of Completion Advertisement

Mr. Tracy Stage
February 14, 2023
Page 2

If you have any questions regarding this project, please do not hesitate to contact us at your convenience.

Sincerely,

AVCON, INC.

A handwritten signature in cursive script that reads "John Collins".

John Collins, P.E.
Senior Project Manager

Enclosures

REQUEST FOR PAYMENT

From: Whitesell- Green, Inc
 3881 North Palafox Street
 Pensacola, Florida
 32505

To: Board of County Commissioners Okaloosa County
 5479A Old Bethel Road
 Crestview, Florida
 32536

Invoice: 4
 Draw: 4
 Invoice date : 1/3/2023
 Period Ending Date: 12/31/2022

Contract for: C-22 AP 3031 Security Inspection Facility

Request for Payment
 Original Contract Amount \$538,000.00
 Approved Changes \$179,013.54
 Revised Contract Amount \$717,013.54

 Contract Completed to date \$704,934.58

Project: VPS Security Inspection Facilit
 Contract Date 3/16/2021
 Architect: AVCON

Less Retainage \$0.00
 Total completed Less retainage \$704,934.58
 Less Previous Request for payment \$669,687.85
 Current request for payment \$35,246.73

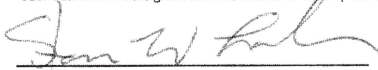
Current Billing \$35,246.73

 Less Current Retainage \$0.00
 Current Amount Due \$35,246.73

 Remaining contract to bill \$12,078.96

Change Order Summary	Additions	Deductions
Changes approved in Previous Months By owner		
Total Approved This Month		
Net Changes by Chage Order		

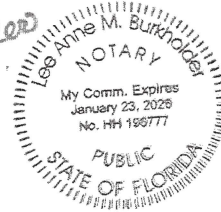
I hereby Certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplished under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Board of County Commissioners of Okaloosa County relating to the referenced Project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.



 Signature
 Whitesell-Green Inc. Project Manager
 Company and Title



 Notary Stamp and signature





Item #	Description	UOM	Original Value	Approved Changes	Current Value	Previous Applications	This Application	Total	% Complete	Remaining Value	Retainage
1	General Conditions	LS	\$90,395.00	\$0.00	\$90,395.00	\$90,395.00	\$0.00	\$90,395.00	100.00%	\$0.00	\$4,519.75
2	Material Testing	LS	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
3	Termite	LS	\$500.00	\$0.00	\$500.00	\$500.00	\$0.00	\$500.00	100.00%	\$0.00	\$25.00
4	Road Markings	LS	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
5	Site Work	LS	\$6,500.00	\$0.00	\$6,500.00	\$6,500.00	\$0.00	\$6,500.00	100.00%	\$0.00	\$325.00
6	CIP Concrete	LS	\$35,257.00	\$0.00	\$35,257.00	\$35,257.00	\$0.00	\$35,257.00	100.00%	\$0.00	\$1,762.85
7	Steel	LS	\$130,800.00	\$0.00	\$130,800.00	\$130,800.00	\$0.00	\$130,800.00	100.00%	\$0.00	\$6,540.00
8	Steel Misc. Metals (Stairs)	LS	\$20,948.00	\$0.00	\$20,948.00	\$20,948.00	\$0.00	\$20,948.00	100.00%	\$0.00	\$1,047.40
9	Erection	LS	\$46,000.00	\$0.00	\$46,000.00	\$46,000.00	\$0.00	\$46,000.00	100.00%	\$0.00	\$2,300.00
10	Painting	LS	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
11	Signage	LS	\$9,350.00	\$0.00	\$9,350.00	\$9,350.00	\$0.00	\$9,350.00	100.00%	\$0.00	\$467.50
12	Electrical	LS	\$126,250.00	\$0.00	\$126,250.00	\$126,250.00	\$0.00	\$126,250.00	100.00%	\$0.00	\$6,312.50
13	Mobilization	LS	\$23,000.00	\$0.00	\$23,000.00	\$23,000.00	\$0.00	\$23,000.00	100.00%	\$0.00	\$1,150.00
14	Utility Relocation	LS	\$10,000.00	\$0.00	\$10,000.00	\$5,679.68	\$0.00	\$5,679.68	56.80%	\$4,320.32	\$283.94
15	IT Allowance	LS	\$25,000.00	\$0.00	\$25,000.00	\$19,817.64	\$0.00	\$19,817.64	79.27%	\$5,182.36	\$990.88
16	Permit Allowance	LS	\$5,000.00	\$0.00	\$5,000.00	\$2,423.72	\$0.00	\$2,423.72	48.47%	\$2,576.28	\$121.19
17	CO #1	LS	\$0.00	\$179,013.54	\$179,013.54	\$179,013.54	\$0.00	\$179,013.54	100.00%	\$0.00	\$8,950.68
18											
19	Totals		\$538,000.00	\$179,013.54	\$717,013.54	\$704,934.58	\$0.00	\$704,934.58	98.32%	\$12,078.96	\$35,246.73

G1798				
Security Inspection Facility				
FDOT 50%	Match 50%	Airport	Retainage	Fund Total
\$350,000.00	\$350,000.00	\$69,301.17	-	\$769,301.17
Start Date	5/3/2019			
Expiration Date	6/30/2022			

	County Check Date	County Check #	Invoice #	Invoice Amount	741943/563490	741943/563490	4207/563490	421/2051100	Check Total
<i>Whitesell Green C22-3130-AP</i>									
\$538,000.00	6/23/2022	V2206386	1	\$ 231,300.00	\$ 115,650.00	\$ 115,650.00		\$ (23,130.00)	\$ 208,170.00
<i>Percent Complete</i>	7/28/2022	V2207327	2	\$ 245,752.00	\$ 122,876.00	\$ 122,876.00		\$ (722.60)	\$ 245,029.40
<i>CO#1 Add \$179,013.54</i>	10/20/2022	V2300603	3	\$ 227,882.58	\$ 87,242.46	\$ 87,242.47	\$ 53,397.65	\$ (11,394.13)	\$ 216,488.45
\$717,013.54			4 Final					\$ 35,246.73	\$ 35,246.73
98.32%									\$ -
<i>Task Order (TO #5) AVCON C-19-2792-AP</i>									\$ -
<i>Design and Construction Professional Services</i>	10/08/2020	2100343	118402	\$ 14,780.00	\$ 7,390.00	\$ 7,390.00			\$ 14,780.00
	10/08/2020	2100343	118613	\$ 3,685.00	\$ 1,842.50	\$ 1,842.50			\$ 3,685.00
	7/08/2021	2107721	118896	\$ 3,980.00	\$ 1,990.00	\$ 1,990.00			\$ 3,980.00
\$43,535.00	10/14/2021	2200188	120907	\$ 3,680.94	\$ 1,840.47	\$ 1,840.47			\$ 3,680.94
	2/17/2022	2203198	121674	\$ 3,120.00	\$ 1,560.00	\$ 1,560.00			\$ 3,120.00
	4/28/2022	2204865	121844	\$ 1,897.50	\$ 948.75	\$ 948.75			\$ 1,897.50
	5/12/2022	2205293	121930	\$ 738.75	\$ 369.38	\$ 369.37			\$ 738.75
	7/7/2022	2206604	122193	\$ 412.50	\$ 206.25	\$ 206.25			\$ 412.50
	9/8/2022	2208234	122437	\$ 701.25	\$ 350.63	\$ 350.62			\$ 701.25
	9/8/2022	2208234	122498	\$ 4,499.50	\$ 2,249.75	\$ 2,249.75			\$ 4,499.50
	9/8/2022	2208234	122789	\$ 2,215.00	\$ 1,107.50	\$ 1,107.50			\$ 2,215.00
	10/6/2022	2300013	123017	\$ 1,515.00			\$ 1,515.00		\$ 1,515.00
	10/6/2022	2300013	123167	\$ 1,050.00			\$ 1,050.00		\$ 1,050.00
<i>Percent Complete</i>	10/13/2022	2300198	123295	\$ 866.25			\$ 866.25		\$ 866.25
99.10%									\$ -
<i>MISC Charges</i>									
<i>ITB AP 40-21</i>	7/22/2021	2108041	AP40-21	\$ 392.10	\$ 196.05	\$ 196.05			\$ 392.10
<i>TIG Quote for IT Quote #77225 77226PO 22200243/242</i>	5/12/2022	2205422	5447797	\$ 8,360.53	\$ 4,180.26	\$ 4,180.27			\$ 8,360.53
Total Funding of Program Cost				\$ 756,828.90	\$ 350,000.00	\$ 350,000.00	\$ 56,828.90	\$ -	\$ 756,828.90

704,934.58
 \$12,078.96
 \$43,141.69
 \$393.31
 \$ 8,752.63

Whitesell Green	\$ 704,934.58	Total Funds	\$350,000.00	\$350,000.00
Avcon Total to Date	\$ 43,141.69	Balance Remaining	\$0.00	\$0.00
Misc Charges	\$ 8,752.63			
Total	\$ 756,828.90			

AFFIDAVIT OF PAYMENT

To All Whom It May Concern:

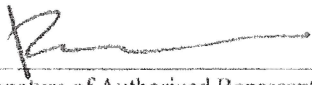
WHEREAS, the undersigned has been employed by The Okaloosa Board of County Commissioners to furnish labor and materials for construction of a security facility, under a contract for the improvement of property described as VPS Security Inspection Facility in the County of Okaloosa, State of Florida of which Okaloosa Board of County Commissioners is the Owner, NOW, THEREFORE, this 21st day of September, 2022,

The undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above. EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

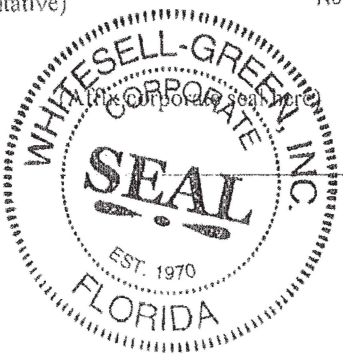
ATTACHMENTS:

1. Consent of Surety to Final Payment. (Whenever Surety is involved, Consent of Surety is required.)
2. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
3. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.
4. Contractor's Affidavit of Release of Liens.

Whitesell-Green, Inc.
CONTRACTOR (Name of sole ownership, corporation or partnership)


(Signature of Authorized Representative) Robert A. Fabbro

President
TITLE



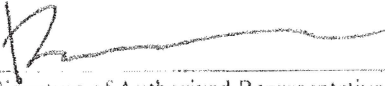
FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by The Okaloosa Board of County Commissioners to furnish labor and materials for construction of a security facility, under a contract for the improvement of property described as VPS Security Inspection Facility in the County of Okaloosa, State of Florida of which Okaloosa Board of County Commissioners is the Owner,
NOW, THEREFORE, this 21st day of September, 2022,
for and in consideration of the sum of _____ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due to become due from the owner, on account of labor, services, material, fixtures, apparatus of machinery heretofore or which may hereafter be furnished by the under- signed to or for the above-described premises by virtue of said contract.

Whitesell-Green, Inc.

CONTRACTOR (Name of sole ownership, corporation or partnership)



(Signature of Authorized Representative)

Robert A. Fabbro



President

TITLE

AFFIDAVIT OF RELEASE OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by The Okaloosa Board of County Commissioners to furnish labor and materials for construction of a security facility, under a contract for the improvement of property described as VPS Security Inspection Facility in the County of Okaloosa, State of Florida of which Okaloosa Board of County Commissioners is the Owner, NOW, THEREFORE, this 21st day of September, 2022,

The undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above. EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

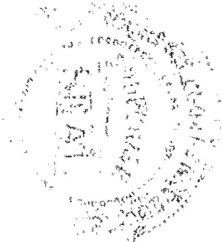
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
3. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.

E.F. Thompson Geotechnologies, Inc.
SUBCONTRACTOR (Name of sole ownership, corporation or partnership)

Fletcher S. Thompson
(Signature of Authorized Representative)

(Affix corporate seal here)

President
TITLE



My Commission Expires:
August 10, 2025

Kathy McDade



EGLIN AIR FORCE BASE, FLORIDA
VPS SECURITY INSPECTION FACILITY

ITB AP 40-21

CONTRACT CLOSEOUT
AUGUST 2022
CONFORMED DOCUMENTS

WAVIER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ 7,225.75, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Whitesell-Green, Inc. on the job of VPS Security Inspection Facility Eglin Air Force Base, Florida to the following described property:

DATED ON February 8, 2022.

Lienor's Name : E. F. Thompson Geotechnologies, Inc.
Address: P.O. Box 9154
Mobile, Alabama

By: 
Printed Name: E. Fletcher Thompson

AFFIDAVIT OF RELEASE OF LIEN

To All Whom It May Concern

WHEREAS, the undersigned has been employed by The Okaloosa Board of County Commissioners to furnish labor and materials for construction of a security facility, under a contract for the improvement of property described as VPS Security Inspection Facility in the County of Okaloosa, State of Florida of which Okaloosa Board of County Commissioners is the Owner.

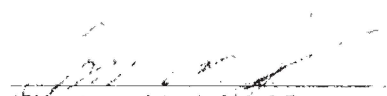
NOW, THEREFORE, this 21st day of September, 2022.

The undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above. EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

- 1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 3. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.

Ethos Electrical Solutions LLC
SUBCONTRACTOR (Name of sole ownership, corporation or partnership)



(Signature of Authorized Representative)

(Affix corporate seal here)

Project Manager

TITLE

WAVIER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ 117,142.33, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to Whitesell-Green, Inc. on the job of 202001-02 VPS Security Inspection Facility to the following described property:

OKALOOSA COUNTY AIRPORT
1701 HWY 85 N EGLIN AFB FL 32542

DATED ON 9/30, 2022

Lienor's Name : Ethos Electrical Solutions
Address 362 Gulf Breeze Pkwy
Gulf Breeze, FL 32561

By: 
Printed Name: Jason W. Schwartz

AFFIDAVIT OF RELEASE OF LIEN

To All Whom It May Concern:

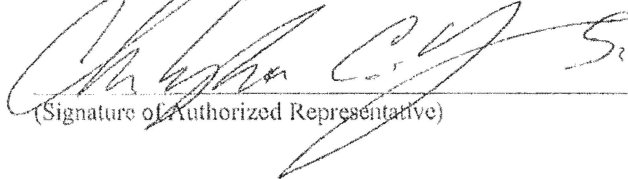
WHEREAS, the undersigned has been employed by The Okaloosa Board of County Commissioners to furnish labor and materials for construction of a security facility, under a contract for the improvement of property described as VPS Security Inspection Facility in the County of Okaloosa, State of Florida of which Okaloosa Board of County Commissioners is the Owner, NOW, THEREFORE, this 21st day of September, 2022,

The undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above. EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

- 1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 3. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.

Christopher C. Bergmeier Concrete Construction Inc.
SUBCONTRACTOR (Name of sole ownership, corporation or partnership)


(Signature of Authorized Representative)

(Affix corporate seal here)

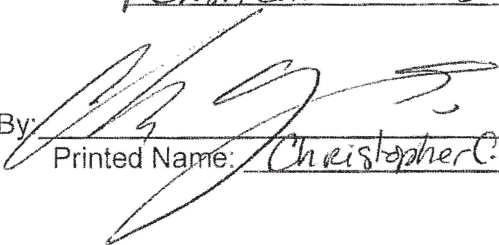

TITLE

WAVIER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ 6,333.22, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Whitesell Green on the job of VPS Inspection Building to the following described property:
Ft Walton/Destin Airport

DATED ON 8/29/, 20 22

Lienor's Name: Chris Bergaineer Concrete
Address: 6610 Fields Ln Cent. Fl.
PENSACOLA FL 32505

By: 
Printed Name: Christopher C. Bergaineer Sr

AFFIDAVIT OF RELEASE OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by The Okaloosa Board of County Commissioners to furnish labor and materials for construction of a security facility, under a contract for the improvement of property described as VPS Security Inspection Facility in the County of Okaloosa, State of Florida of which Okaloosa Board of County Commissioners is the Owner, NOW, THEREFORE, this 21st day of September, 2022,

The undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above. EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

- 1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 3. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.

West Florida Contracting Inc.

SUBCONTRACTOR (Name of sole ownership, corporation or partnership)



(Signature of Authorized Representative)

(Affix corporate seal here)

VP

TITLE

WAVIER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ 730.⁰⁰, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to WFS on the job of VPS Veh. Inspection Conopy to the following described property:

DATED ON 8/25, 2022.

Lienor's Name : West Florida Counties
Address: Milton FL

By: [Signature]
Printed Name: Shanna Ann

This Instrument Prepared By:

WAVIER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 20,655.00, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through June 30th, 2022 on the job of ITB AP 40-21 to the following property:


VPS Security Inspection Facility
Eglin AFB, FL

*Contract amount
\$125,500.00*

This wavier and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED ON July 26th, 2022.

Lienor's Name : Metal Building Erectors, LLC
Address: 2128 Fern St
Perry, FL 32347

By: Holly Newberry 
Printed Name: Holly Newberry

**CONSENT OF SURETY
TO FINAL PAYMENT**

ALA Document G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No. 82385874

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

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

CONTRACT FOR: VPS Security Inspection Facility

PROJECT'S
(Name and address)

CONTRACT DATED: November 9, 2021

VPS Security Inspection Facility, Okaloosa County, Florida

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

Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889

, SURETY,

on bond of
(Insert name and address of Contractor)

Whitesell-Green, Inc.
3881 N. Palafox Street
Pensacola, FL 32505

, CONTRACTOR,

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)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 29, 2022
(Insert in writing the month followed by the numeric date and year.)

Federal Insurance Company

(Surety)

By: Robert Corley McLendon
(Signature of authorized representative)

Witnessed:
Attest:
(Seal): Carol A. Cooper
Carol A. Cooper



Robert Corley McLendon Attorney-in-Fact and Licensed
(Printed name and title) Resident Agent

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Robert Corley McLendon

Surety Bond Number: 82385874

Obligee: The Board of County Commissioners of Okaloosa County, Florida

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 3rd day of January, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS:

On this 3rd day of January, 2022, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2310885
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitments for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this August 29, 2022



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CHUBB

Chubb
11575 Great Oaks Way
Suite 200
Alpharetta, GA 30022

February 7, 2023

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

Re: **Whitesell-Green, Inc.**
Performance and Payment Bond No. 82385874
VPS Security Inspection Facility
Contract Value: \$717,013.54

To Whom it May Concern:

We, Federal Insurance Company certify that the Performance and Payment Bond for #8238-58-74 shall remain in effect one (1) year following final payment.

Very truly yours,

FEDERAL INSURANCE COMPANY



Robert Corley McLendon
Attorney-in-Fact

RCM/psn

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Robert Corley McLendon, Michael David Raidt and Edward E. Wonders of Pensacola, Florida -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 22nd day of January, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 22nd day of January, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 7th day of February, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



WHITINC-01

RHUTTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/1/2023

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 PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Rachel Hutto PHONE (A/C, No., Ext): (334) 244-0004 FAX (A/C, No.): E-MAIL ADDRESS: rhutto@turnerfirst.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Co</td> <td>19682</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance</td> <td></td> </tr> <tr> <td>INSURER D: Transguard Insurance Company of America</td> <td>28886</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Co	19682	INSURER B: Travelers Property Casualty Co	25674	INSURER C: Hartford Casualty Insurance		INSURER D: Transguard Insurance Company of America	28886	INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Hartford Fire Insurance Co	19682													
INSURER B: Travelers Property Casualty Co	25674													
INSURER C: Hartford Casualty Insurance														
INSURER D: Transguard Insurance Company of America	28886													
INSURER E:														
INSURER F:														
INSURED Whitesell-Green Inc. 3881 N. Palafox St. Pensacola, FL 32505														

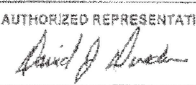
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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	ADDITIONAL INSURED	SUBROGATION	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"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	21UENOD2108	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	21UENOD2109	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) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	CUP-4R460117-23-NF	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	21WEO2B0H	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			IMP4000420-00	1/1/2023	1/1/2024	Leased/Rented 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GENERAL CONTRACTOR, LICENSE #CGC000469

Okaloosa County Dept. of Growth Mgmt. & all other parties required by written contract are named as additional insured on a primary basis as respects General Liability, Automobile Liability, & Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of Okaloosa County Dept. of Growth Mgmt. & its employees & all other parties required by written contract as respects General Liability, Automobile Liability, Umbrella Liability, & Workers Compensation where required by written contract. 30 days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER Okaloosa County Dept. of Growth Mgmt. 812 E. James Lee Blvd. 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 
---	--

LOCALiQ

FLORIDA

Order Confirmation

Not an Invoice

Account Number:	828737
Customer Name:	Whitesell green Inc
Customer Address:	Whitesell green Inc Po Box 2849 Pensacola FL 32513-2849
Contact Name:	Charles Walker
Contact Phone:	
Contact Email:	cwalker@whitesell-green.com
PO Number:	

Date:	08/29/2022
Order Number:	7719728
Prepayment Amount:	\$ 0.00

Column Count:	2.0000
Line Count:	26.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
FTW NW Florida Daily News	4	09/01/2022 - 09/22/2022	Public Notices
FTW nwfdailynews.com	4	09/01/2022 - 09/22/2022	Public Notices

Total Order Confirmation	\$514.60
---------------------------------	-----------------

ADVERTISEMENT OF COMPLETION

Whitesell-Green, Inc., PO Box 2849, Pensacola, FL 32513, gives notice of completion of VPS Airport Security Inspection Facility located at Destin-Fort Walton Beach Airport and sets October 31, 2022, as the date of final settlement. All persons and firms should file claims for payment to the below address prior to settlement dates:

**Okaloosa County
ATTN: Contracts & Leases Coordinator
5479A Old Bethel Road
Crestview, FL 32536**

**By: Charles Walker, Project Manager
Pub: 9/1, 9/8, 9/15, 9/22/22; #7719728**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/19

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Okaloosa County BOCC, Florida

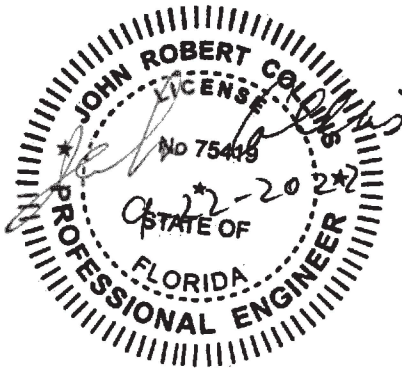
PROJECT DESCRIPTION: Security Inspection Facility

DEPARTMENT CONTRACT NO.: G1798

FINANCIAL MANAGEMENT NO.: 422303-8-94-01

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

SEAL:



By: John Collins ,P.E.

Name: John Collins

Date: 9-22-2022