## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	11/01/2023
Contract/Lease Control #:	C23-3291-PW
Procurement#:	ITB PW 01-23
Contract/Lease Type:	AGREEMENT – CLOSE OUT
Award To/Lessee:	DALTON BROTHER'S, INC.
Owner/Lessor:	OKALOOSA COUNTY
Effective Date:	01/17/2023
Expiration Date:	240 DAYS FROM NTP
Description of:	CONSTRUCTION OF BOB WHITE STORMWATER IMPROVEMENT
Department:	PW
Department Monitor:	AUTREY
Monitor's Telephone #:	850-689-5772
Monitor's FAX # or E-mail:	JAUTREY@MYOKALOOSA.COM
Closed:	NOVEMBER 1, 2023 (CV)

CC: BCC RECORDS

## CONTRACT: C23-3291-PW Dalton Brothers, Inc. Construction of Bob White Drive Stormwater Improve **EXPIRES:240** Days from NTP

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

.

ATE:	October 12, 2023				
O:	Finance Department	<u>.</u>			
SUBJECT:	Contract No. C23-3	291-PW			
MANAGIN	G DEPARTMENT:	PW			
CONTRAC	TOR'S NAME:	Dalton Brothers, Inc.			
PROJECT	FITLE:	Construction of Bob White Stor	rmwater Improver	ments	
	The attached has met t	he final payment contract require	ment in subject co	ntract.	
				Yes	No
	1. Final Invoice			х	
				Λ	
			Yes	No	N/A
	<ol> <li>Close-Out Docum</li> <li>a. Signed Releas</li> </ol>		X		
		pletion Advertisement	A		x
	c. Certificate of		X		Α
		rety to Final Payment	X	×.	
		rmance/Payment Bond	X		
		12 Months Following			
	Final Payment				
	f. Grants approv				х
	3. Remarks				
	Vendor #209	01438			
	Invoice # ES	FIMATE NO. 7 Amount \$279,61	5.49		
	Digitally signed by	Faye			
Faye Do	Douglas Date: 2023.10.12 1 -05'00'	6:06:37			
OMB DIREC	CTOR		DATE		
	<b>A</b>	01160(18			
	ALADAK #	2401/010			

## APPLICATION FOR PAYMENT

From:	Dalton Bros. P.O. Box 426 Fort Walton Beach, Florida, 32579			Estimate Contrac			С	9/26/2023 <b>7-FINAL</b> 23-3291-PW
Project:	Bob White Dr Stormwater Improvement	- STO	00025					
Period:	July 26, 2023 to August 3	31, 20	23					
			Original	Contract	Sum		\$	1,084,425.15
	FINAL INVOICE	Net	Change by C				¢	90,507.28
	I INAL INVOICE	NOU		t Sum to			φ φ	1,174,932,43
			contract	c Sum to	Date		Ψ	1,174,302.40
	ANALYSIS OF	WOR	K PERFORM	<b>IED</b>				
			This E	stimate				To Date
1a.	Work Completed		\$	232,49	3.55		\$	1,174,932.43
1b.	Stored Material		\$		-		\$	0.00
1c.	Total Earned	Г	\$	232,49	3.55		\$	1,174,932.43
2.	Amount Retained at 5% per Contract	-	\$		-	-	\$	47,121.94
3.	Net Amount Earned on Contract	=	\$	232,49	3.55		\$	1,127,810.49
4.	Amount of Previous Payments					-	\$	895,316.94
5.	Amount Due This Application						\$	232,493.55
6.	Retainage Payout		Shown in '0	Certified A	mounť		\$	47,121.94
	CERTIFICATIO	N OF	CONTRACT	OR				
The undersigned Contractor certifies, to the best of its knowledge, the following: 1. All previous progress payments received from the Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; 2. Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interests, or encumbrances); and 3. All the Work covered by this Application for Payment is in accordance with the Contract documents and is not defective. By: Date: <u>9/26/2023</u>								
	Dalton Bros.							

## 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.

> 279,615.49 AMOUNT CERTIFIED: \$

Engineer

By:

Date:

\$ 279, 615, 49 10/26/2023

# 

	T			• • •	+ 550,507 28	2 2 2 2 2 2 2 2 Estime	te No. 7	7/26/2023	to A	01/2021 5257	0	TO-DATE (CO/	1/2023)	
C23-3291-PW	Bob White Dr Stormwater Improves	ment - 51000025	Dalton Bros.		Added by CO	OTY WORK	COMPLETED	STOCKPILE VALUE	VALUE OF WORK CO	MPLETED ZZZZ	2 QTY WORK	STOCKPILE	WORK COMPLETE	%
# ITEM #	ITEM DESC.	QUANTITY UNIT	UNIT COST	ORIG. CONTRACT	ADJ. CONTRACT	PREVIOUS	+ THIS EST.	PREVIOUS THUS EST.	PREVIOUS T	HIS EST. 444 8	COMPLETED	VALUE	(\$)	%
1 101-1	Mobilization - Base Did	1 15	\$ 57,500.00	\$ 57,500.00	\$ 57,500.00	1,00		s .	\$ 57,500.00 \$		1.00	\$ .	\$ \$7,500.00	100 0%
2	Gateral Conality's	1 15	\$ 137,195 00	\$ 137,195.00	\$ 137,195.00	0 85	0.15	\$	\$ 116,615.75 \$	20,579.25	1 00	ş .	\$ 137,195 00	100 0%
3	Costschroid Malariate Testing	1 LS	\$ 5,750.00	\$ 5,750.00	\$ 5,750.00	학교 및 및 및 및 및 및 및 및 및 및 및 및 및 및 및 및 및 및 및	0 50	s	\$ 2,875 00 \$	2,875 00 213	100	\$	\$ 5,750.00	100 0%
4	Protection And Mars ment Of Fasting Uniters	1 15	\$ 6,325.00	\$ 6325.00	\$ 6,325.00	100		s -	\$ 6,375.00 \$		1 00	۰ ک	\$ 6,325.00	100 0%
5 110-1	Cleared & Grobbest - Base Bel	L AC	\$ 5,175.00	\$ 5,175 00	\$ \$.175.00	9 5 5 5 5 5 1 00	And a subsection of	5 -	\$ 5,175 00 S	666	1 00	\$ .	\$ 5,175.00	100 0%
6 102-1	Management Of Traffic - Base Bal	1 15	\$ 5,750.00	\$ 5,750.00	5 5,750 00	100 100 100	0.15	5 .	5 4,887.50 5	862.50 8 3 1 5	1 00	\$ -	\$ 5,750.00	100 0%
7 104-10-3	Sedment Danier (SA Fonce)	963 LF	\$ 460	\$ 4,429.80	\$ 4,429 80	963.00		s	\$ 4,429 80 \$		963.00	\$ -	\$ 4,429 80	100 0%
8 104-11	Floring Turbicity Barler	100 LF	\$ 21.85	\$ 2,185.00	\$ 2,185.00	100 00		s	\$ 7,185.00 \$		100.00	s -	\$ 2,185 00	100 0%
9 0400-B1	Deviceing Permit	1 15	\$ 2,875.00	5 2,875 00	\$ 2,875.00	1 00		\$ -	\$ 2,875 00 \$		1 00	s -	\$ 2,875 00	100 0%
10 0400 D1	Deviceing WellPoint	1000 LF	\$ 2875	\$ 28,750.00	\$ 28,750.00	1000 00		\$ -	\$ 28,750.00 \$	-	1000 00	\$ -	\$ 28,750 00	100 0%
11 0400-91	Denzeling Punc	24 WK	\$ 1,437.50	\$ 34,500.00	\$ 34,500.00	24 00		s	\$ 34,500.00 \$		24 00	s -	\$ 34,500 00	100 0%
12 0110-23	Retione Tree	1 EA	\$ 1,725 00	\$ 1,725.00	\$ 1,725 00	1 00		\$ -	\$ 1,725.00 \$	•	1 00	5 -	\$ 1,725 00	100 0%
13 0327-70	Remove Easting Arphali	130 SY	\$ 39 10	\$ 5,083.00	\$ 6,256.00	130 00	30 00	\$ .	\$ 5,083.00 \$	1,173.00	160 00	s .	\$ 6,256 00	100 0%
14	Remove And Replace Unsulable Malazofs		\$ 143.75		\$ 21,552.50	150 00		s -	5 21,562.50 5		150 00	s -	\$ 21,562.50	100 0%
15	Renova Exsling Carb	56 LF	\$ 54.05		\$ 5,783.35	56 00	51.00	5 -	\$ 3,026 80 \$	2,756.55	107 00	\$ -	\$ 5,783 35	100 0%
16	Romova Exching Rubblo (Rip Rop)	13/ CY	\$ 57.50		\$ 7,877.50	13/00		<u>s</u> .	\$ 7,877.50 \$		137 00	\$ -	\$ 7,8/1.50	100 0%
17	Remove Easting 5'Wood Fance	127 LF	\$ 1510		\$ 2,044.70	0.00	127.00	<u>s</u> .	5 - 5	2.044.70	127 00	IS -	\$ 2,044.70	100 0%
18	Kenova Lasting Pipe		\$ 5175		\$ 9,159.75	177 00		5 -	\$ 9,159.75 \$		177.00	5 .	\$ 9,159.75	100 0%
19 0110 3	Remove Exating Concercie Headwol	2 EA	\$ 6,325.00	\$ 12,650.00	\$ 12,650 00	2 00		5	\$ 12,650.00 \$		2 60	\$	\$ 12,650.00	100 0%
20	Sevent Behing Astral	55 000 LF	\$ 31.75	\$ 1,746 25	\$ 1,746 25	40.00	, 15 00	<u>s</u> -	\$ 1,270.00 \$	476 25	55 60	5 .	\$ 1,746 25	100 0%
21	Savcul Editing Concrete	20 000 LF	\$ 75.90	\$ 1,518.00	\$ 1,518.00	20 00		5	\$ 1,518 00 \$		20 00	5	\$ 1,518 00	100 0%
22 0400-2-1	Concrete Class II Culverts	60 000 CY	\$ 4,971.38		\$ 208,282.80	60 00		\$	\$ 208,282.80 \$		60.00	<u>s</u> .	\$ 298,282.80	100 0%
23 0415-1-1	Relativiting Start (Reamong)	10000.000 IB	\$ 2.07	\$ 20,700,00	\$ 20,700.00	10000.00		<u>s</u> .	\$ 20,700.00 \$		10000.00	5 -	\$ 20,700.00	100 0%
24 0125-1521		2 000 EA	\$ 5,700.00	\$ 11,400.00	\$ 11,400.00	2 00		<u>\$</u>	\$ 11,400.00 \$		2.00		\$ 11,400.00	100 0%
25	10" Ads hypeliest & five Draw W/ 10" Adapta	2 000 EA	\$ 4,000.00	\$ 8,000.00	\$ 8,000 00	2 00		s .	\$ 8,000.00 \$	-	2 00	5	\$ 8,000.00	100 0%
26	W Kop	20 000 LF	\$ 450.00	\$ 9 000 00	\$ 9,000.00	20.00		\$	\$ 9,000.00 \$		20 00	. <u>s</u>	\$ 9,000 00	100 0%
2/	10 Hige Pps	48 000 LF	\$ 193.00	\$ 9,120.00	\$ 9,120.00	48.00		5 -	\$ 9,120.00 \$		48 00	<u>s</u>	\$ 9,120 00	100 0%
28	Florantal Croston Control Mat	730 000 SY	\$ 90.32		\$ 73,327.73	834 01		\$	\$ 75,327.73 \$		834.01	5 -	\$ 75,327.73	100 0%
29	18" Depth Rie Rao R Akie W/ 4" Dodding Stone .		\$ 750.00	\$ 15,000.00	\$ 39,997.50	20.00	33,33	5	\$ 15,000.00 \$		53.33	5 .	\$ 39,997.50	100,0%
30 0286-2	0 S* Type Do 12 S Auchan	130 000 SY	\$ 184 62		\$ 29,539 20	0.00	160 00	5		29.539.20	160.00	<u>s</u>	\$ 29,539,20	100.0%
	Printe Cox	130 000 SY	\$ 30.77		\$ 4,923.20	0.00	160 00	<u>s</u>	<u>s - s</u>	4,923.20	160 00	5 -	\$ 4,923.20	100 0%
32	8" Graded Appropria Date "Min Lbr 100 At 1001		\$ 92.31	\$ 12,000 30	\$ 14,769.60	0.00	160 00	<u>s</u>		14,769.60	160 00	<u>s</u>	\$ 14,769.60	100 0%
33	12" BlakAzed Skiryale	150 000 SY	\$ 100.00		5 16,000 00	75.00	85 00	<u>s</u> .		8,500 00	160 00	5 .	\$ 16,000.00	100 0%
34	6" Retion Curb	112.000 LF	\$ 53 58	\$ 6 000 95	\$ 5,733.06	0.00	107 00	<u>\$</u>		5,733.06	107.00		\$ 5,733.06	100 0%
35 0622-1	4" Fiber Reviewcod Cons sto Drwsawy	10 000 SY 10 000 SY	\$ 350 00 \$ 150 00	\$ 3,500.00 \$ 1,500.00	\$ 25,091.50 \$ 10,753.50	0.00	71.69	<u>s</u>		25,091.50	71.69	\$ .	\$ 25,091.50 \$ 10,753.50	100 0%
36 0022-2	6" Stabilized Denovary Subgrade							3						
37 0522-1	4 Horr Kentorcel Carciele Scienalk	151 000 LF 83 000 LF	\$ 52.98 \$ 192.77	\$ 7,999 98 \$ 15,999 91	\$ 12,132.42 \$ 15,999.91	0.00	229 00 83 00			12,132.42 15.599.91	229 00 83 00	s -	\$ 12,132.42 \$ 15,999.91	100 0%
38 0515 2311	Feet Gelvanzed Alexense Dirycle Poliet Ralleg	2 000 FA	\$ 1.500.00	5 15,999 01 5 3,000 00	\$ 3,000,00	000	2 00	3	\$ . \$	3.000.00	2 00		\$ 3,000.00	100 0%
39 0519-78	A" Licel Pero Jularda		\$ 1,500.00 \$ 213.34	5 3,000 00 5 3,200 10	5 3,000.00	000	15 00	· · · · · · · · · · · · · · · · · · ·	<u>5 · 5</u> 5 · 5	3,000 00	15 00	·	5 3,000.00	100 0%
40	31" Golornand Bani Colde Rope Chain With Lo	50 000 LF	\$ 213.34 \$ 156.00		5 7,800 00	50 00	15 00	· · · · · · · · · · · · · · · · · · ·	\$ 7,800.00 \$	3,200.10	50 00		\$ 7,800.00	100 0%
41	@ Pvc.Waterlas D-12 Depth	4 000 EA	\$ 700.00		\$ 2,800.00	400			5 2,800.00 S	· ·	4 00	\$	\$ 2,800.00	100 0%
	6"Flow 22 6 Dep 43 Dep 16 Dep	4 000 EA 2900 000 CY	5 700.00		\$ 2,800.00 \$ 60.001.00	2500 00		ş	5 7,800.00 5 5 60.001.00 5		2900.00	\$ .	5 60 001 00	100 0%
43 0120-1 44 0120-1	Earliverk Escavalion Dy Hechine	2900 000 CY	5 18 97		5 55.013.00	2500 00		3	\$ 55,013.00 \$		2900 00		\$ 55,013.00	100 0%
44 0120-1 45 0120-2-2	Endwah Curade Had And Intid On Sta		\$ 100.00		\$ 25,000.00	250.00		<u></u>	\$ 25.000.00 \$		250.00		\$ 25,000.00	100 0%
45 0120-2-2	Eartwest Denne (Fil) FDOT Specification 120	2500 000 CY	\$ 100.00 \$ 3.45		5 25,000 00	21/5 00	725.00	<u>.</u>	\$ 75,000.00 \$ \$ 7,503,75 \$	2.501.25	250 00	·	S 10,005 00	100 0%
40 47 0110-7-1	Earlwas, Belakish Finisted Grade	1000 EA	\$ 250.00	\$ 250.00	\$ 250.00	21/5 00	1.00	3	5 - 5	250.00	100	12	\$ 250.00	
	Robs ata Exborg Stancard Mattea	1 000 EA	\$ 250.00 \$ 250.00	s 250.00	\$ 250.00	000	1.00	2	2 2	250.00	100	1	\$ 250.00	100 0%
48 0/00-1-50	Relocate Costr g T affe Sign Demicle Set. Sloked	2150 000 SY	\$ 250.00	5 21 005 50	\$ 21,005.50	000	2150 00	÷		21,005.50	2150.00	1	5 21.005.50	100 0%
			5 97.00	5 11.834.00	5 11.834.00	000	122 00			11.834.00	122.00	1.	5 11.834 00	
	<ul> <li>If Wood Fence (Hon Allemating Vencal Boards)</li> </ul>		\$ 7,245,56	, 11,654.00	\$ 7,245.56	000	100	12		7.245 56	100	12	\$ 7,245 56	100 0%
51	was tering	1 000 15		\$ 1.084.425.15		0.00	100	\$ . \$ .	5 942 438 88 5 2		1 100	3 .		100.0%
1			ouutotais*	a 1,004,475 IS	31,174,912.41			PREVIOUS EARNED		42,438 88		, .	ə 1,11×,937 43	110.0%
1								STORED + WORK COMPLETE:		132,493,55		Total TO DATE	\$1,174,932 43	, I
L								In the state of the second states	* *				v ., 114,932 43	

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## CERTIFICATION OF CONTRACTOR

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

1. All previous progress payments received from the Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

2. Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner Indemnifying Owner against any such Liens, security interests, or encumbrances); and

3. All the Work covered by this Application for Payment is in accordance with the Contract documents and is not defective.

Date: 9/26/2023 By: Dalton Bros.

## **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.

279,615.49 AMOUNT CERTIFIED: \$ RE\_\_\_\_\_Date:\_\_\_ By: Enginee



## Board of County Commissioners Public Works Dept

State of Florida

August 31, 2023

Mr. Michael Dalton, VP Dalton Bros., Inc P.O. Box 426 FT. Walton Beach, FL 32579 Michael@daltonbrothersinc.com (850) 226-8333

Re.: C23-3291 Bob White Dr. Stormwater Improvements Certificate of Final Acceptance

## Dear Mr. Dalton:

Okaloosa County and Dalton Bros., Inc. entered into a contract for the Bob White Dr. Stormwater Improvements identified as C23-3291-PW effective January 10, 2023 (the "Contract"). A Notice to Proceed was issued by the County (Owner) effective January 30, 2023; as of Change Order Number 2, dated March 14, 2023, the County had extended the substantial completion date by 20 days with a substantial completion date of August 18, 2023 and a final completion date of October 17, 2023. On August 11, 2023 an inspection was performed and the work was deemed Substantially Complete.

Final Completion is defined in Section 1700, Para 1.05. At the Final Inspection on Aug 31, all punchlist items had been completed and the project has met the requirements for Final acceptance.

Change Order 3 has also been approved, please submit the final payment request and documentation as outlined in Section 1700, Para. 1.05 A for final payment including retainage.

Respectfully,

 
 Stephen
 Digitally signed by Stephen Blalock

 Blalock
 Date: 2023.09.06 15:14:48-05'00'

 Stephen D. Blalock, P.E.
 OCPW Project Engineer

## CONTRACT/LEASE PAYMENT TRACKING FORM complete and attach to invoice for processing

## COMPLETED BY DEPARTMENT

DATE:	10/06/20	23	
VENDO	R NAME:	Dalton Brothers	Inc.

VENDOR #: 20901438

CONTRACT/LEASE#: C23-3291-PW (Bob White Dr.)

VENDOR INVOICE #	TASK ORDER # (If Applicable)	COUNTY/FEMA PROJECT # (If Applicable)	BUDGET DEPARTMENT#	ACCOUNT#	AMOUNT \$
Estimate No.	7	ST000025	3303	563003	\$ 232,493.55
Estimate No.	Retainage	ST000025	303	205110	\$ 47,121.94
······					
					\$ 279.615.49

Completed by:

Melissa Wilson Digitally signed by Melissa Wilson Date: 2023,10.06 09:24:19-05'00'

## FINAL INVOICE



WAIVER AND RELEASE OF LIEN

In consideration of total contract amount of \$1,174,932.43 the undersigned lienor hereby waives and releases its lien and right to claim for labor, services materials furnished through August 31, 2023 to Okaloosa County Board of Commissioners to the following described property:

Bob White Drive Stormwater Improvements ITP: PW 56-22

The waiver and release does not cover any retentions or labor, services or materials furnished after the dated specified. If the undersigned lienor is executing this waiver and release in exchange for a check or checks, then this waiver and release is conditional on expressly and totally on payment of the check or checks.

Dated: 9/28/2023 Lienor: Dalton Brothers Inc. P O Box 426 Fort Walton Beach FL 32549 Bv:

Signature Michael H. Dalton Printed Title: \_\_VP

x

P.O. Box 426 Fort Walton Beach Florida 32549 850-226-8333 1



## MAINTAINING INSURANCE REQUIRMENTS

In consideration of Bob White Drive Stormwater Improvements ITP: PW 56-22. Dalton Brothers Inc. shall maintain the required levels and certificates of insurance for a period of 2 years.

Dated: 9/28/2023 Lienor: Dalton Brothers Inc. P O Box 426 Fort Walton Beach FL 32549 By: Signature Michael H. Dalton Printed Title: VP

> P.O. Box 426 Fort Walton Beach Florida 32549 850-226-8333

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Waldorff Insurance and Bonding 09/28/2023 16:05 1570350014017

<u>The Gray Insurance Company</u> Surety's Name

## MAINTENANCE BOND

Bond No. GS55100063M

KNOW ALL MEN BY THESE PRESENT, That we, <u>Dalton Brothers, Inc.</u>, hereinafter called Principal, and <u>The</u> <u>Gray Insurance Company</u>, hereinafter called Surety, are held and firmly bound unto <u>Okaloosa County Board of</u> <u>County Commissioners</u>, hereinafter called Obligee, in the full and just sum of <u>one million one hundred seventy-</u> <u>four thousand nine hundred thirty-two dollars and forty-three cents</u>\_Dollars (<u>\$1,174,932,43</u>), lawful money of the United States, for the payment of which we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally. firmly by these presents.

WHEREAS, said Obligee has entered into a certain agreement with <u>Okaloosa County Board of County</u> <u>Commissioners</u>, a portion of which requires a <u>1</u>year(s) maintenance bond covering workmanship and materials for the List of Improvements covered, hereinafter called improvements, at <u>Bob White Stormwater Improvements</u>, which improvements have been or are about to be completed and accepted.

NOW, THEREFORE, if said Improvements shall be free from defects of workmanship and materials, general wear and tear excepted, for a period of <u>1</u> year(s) from the date of acceptance, <u>31 August 2023</u>, of said improvements, then this obligation shall be null and void; otherwise to remain in full force and effect.

BY:

Signed, sealed and dated this 28 day of September 2023

Dalton Brothers, Inc. Principal's Name

Witness as to Principal

Witness as to Surety



THE GRAY INSURANCE COMPANY THE GRAY CASUALTY & SURETY COMPANY

### GENERAL POWER OF ATTORNEY

Bond Number: GS55100063M Principal: Dalton Brothers, Inc.

Project: Bob White Stormwater Improvements; Okaloosa County, FL

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairle, Louisiana, do hereby make, constitute, and appoint: Benjamin H. French, Robekah F. Sharp, L. Dale Waldorff, K. Wayne Walker, Trava Ridlon, Joshun T. Morgan, Ronald J. Hays, and Paul A. Locascio of Fort Walton Beach, Florida jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25 000 000

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any boand, undertaking or contract of survey to which it is a tatched.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



Michael T. Gray President The Gray Insurance Company

Cullen S. Piske President The Gray Casualty & Surety Company



State of Louisiana

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican Notary Public Notary ID No. 92653 Orleans Parish, Louisiana

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Leigh Anne Henican Notary Public, Parish of Orleans State of Louisiana My Commission is for Life

SEAI

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the senies of the Company this 28 day of september , 2023

Mark Mangama

Jeigh Jaume Henicon

I, Leigh Anne Henican, Secretary of The Gray Casualty W Surger Compared to the above and forgoing is a true and correct copy of a Power of Attorney given by the companyes, which is a full broe and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 20 diago Section and affixed the seals of the Company this 20 diago Section and affixed the seals of the Company this 20 diago Section and affixed the seals of the Company this 20 diago Section and affixed the seals of the Company this 20 diago Section and affixed the seals of the Company this 20 diago Section and Section and Section 20 diago Section and Section 20 diago Section 2

SEAL



## LIQUIDATED DAMAGES SETTLEMENT STATEMENT

In consideration of Bob White Drive Stormwater Improvements ITP: PW 56-22.

- The contract required substantial completion be reached by August 17<sup>th</sup> 2023.
  - o The project was reached substantial completion on August 11th
- The contract required final completion be reached by October 17<sup>th</sup> 2023.
   The project reached Final completion on August 31<sup>st</sup> 2023.

No liquidated damages were incurred on this project.

Dated: 9/28/2023

Lienor: Dalton Brothers Inc. P O Box 426 Fort Walton Beach FL 32549

By:

Signature Michael H. Dalton Printed Title: <u>VP</u>

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P.O. Box 426 Fort Walton Beach Florida 32549 850-226-8333 1

CONSENT OF SURETY TO FINAL PAYMENT AIA G707 Document

Bond No. GS55100063

PROJECT: (Name, Address) Bob White Stormwater Improvements Okaloosa County, FL

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

CONTRACT FOR: Construction CONTRACT DATE:

ARCHITECT'S PROJECT NO:

Contractor: Dalton Brothers, Inc.

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

The Gray Insurance Company, SURETY,

on bond of (type the name of the Contractor)

Dalton Brothers, Inc., 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 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 28 day of September 2023.

Witness: <u>MUMWUW</u>



#### Waldorff Insurance and Bonding 09/28/2023 16:04 1573656014047

#### THE GRAY INSURANCE COMPANY THE GRAY CASUALTY & SURETY COMPANY

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## GENERAL POWER OF ATTORNEY

#### Bond Number: GS55100063 Principal: Dalton Brothers, Inc.

Project: Bob White Stormwater Improvements; Okaloosa County, FL

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Benjamin H. French, Robekah F. Sharr, L. Dale Waldorff, K. Wayne Walker, Trava Ridlon, Joshua T. Morgan, Ronald J. Hays, and Paul A. Locassic of Fort Walton Beach, Florida joindy and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, secaute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as ner or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25 000 000

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of survey to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



State of Louisiana

CC.

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican Notary Public Notary ID No. 92653 Orleans Parish, Louislana

Leigh Anne Henican Notary Public, Parish of Orleans State of Louisiana My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the sets of the Company this 29 day of Sectember , 2023



I, Leigh Anne Henican, Secretary of The Gray Casualty & Durey, Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, will solv in the first of the first of the secret my hand and affixed the seals of the Company this 28 day of Schemer ..., 2022



## BUILDER'S LIMITED WARRANTY- 314 Bob White

BUILDER:	Dalton Brothers Inc	DATE:	8/31/2023
OWNER(S):	Okaloosa County BCC		
JOB ADDRESS:	N/A	JOB NO.:	314 / ITB:PW 56-22

Note to Owner: All commercial construction goes through a period of settlement. As the seasons change, periods of expansion or contraction will occur. As a result, your project will experience minor material changes that are unavoidable and considered normal. You should also be aware that you are responsible for proper maintenance. To make your maintenance program easier, you should keep a color chart of the different materials used in or on the construction and a small supply of correspondingly colored paint, stain, or grout for easy touch-up. This Limited Warranty excludes damage caused by Owner negligence, improper maintenance or changes, alterations, or additions performed by anyone other than Builder.

1. WARRANTY. This Limited Warranty excludes any injury to persons or damages to personal or real property, in whole or part, that may be a consequence of, or incident to, or result from any defects in materials or performance of the work. (Some jurisdictions do not allow the exclusion or limitation of consequential or incidental damages, so this exclusion or limitation may not apply.)

a. Builder warrants that its construction of the Residence conforms to the Construction Standards (defined below).

b. This Limited Warranty is provided to the above-named Owner or Owners (referred to collectively as Owner), This warranty is provided to the original Owner only and is not transferable to subsequent owners. The warranty obligations of Builder are limited to the total payments paid by Owner to Builder for the Residence.

2. TERM. The term of this Limited Warranty shall begin on 8/31/2023

THIS LIMITED WARRANTY SHALL TERMINATE 12 MONTHS AFTER THE COMMENCEMENT DATE.

3. MANUFACTURER'S WARRANTY. Builder assigns and passes through to Owner all manufacturer's warranties on all consumer products as defined in the Magnuson-Moss Warranty Act (15 U.S.C. Sec. 2301-2311). The Act applies to written warranties on tangible personal property that is normally used for personal, family, or household purposes. Merchantability, fitness, and all other implied warranties, with respect to such goods, shall be governed by the Magnuson-Moss Act and other applicable state statutes.

### 1. EXCLUSIONS. This Warranty does not cover the following items:

a. Defects in outbuildings, including detached garages and detached carports (except outbuildings that contain the plumbing, electrical, or HVAC systems serving the Residence or except as otherwise noted); swimming pools and other recreational facilities; driveways; walkways; patios or decks; boundary walls; retaining walls and bulkheads (except where the boundary walls or bulkheads are necessary for the structural stability of the Residence); fences; landscaping (including seeding, sod, shrubs, trees, and plantings except as otherwise noted); sprinkler systems; or any other improvement that is not part of the Residence.

b. Damage or defects in concrete floors in attached garages that are built separately from the foundation walls or other structural elements of the Residence.

c. Any appliance, equipment, or other item within the Residence that is classified by the Magnuson-Moss Warranty Act as a consumer product when sold as part of a house.

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Exhibit I - Builders Lmted Warranty

Rest CP'S Leaft D Walkshin § 1013 Crist & Crist P.A. d. Loss or damage resulting from abnormal loading on floors by Owner that exceeds the design criteria as mandated by applicable building codes.

e. Warpage or shrinking of materials; and normal wear and tear, normal deterioration, or normal changes that are the result of characteristics common to materials.

f. Exterior hardware or fixtures, and outside sillcocks or other hose connections.

g. Loss of or damage to any items of personal property or injury resulting from defective workmanship or materials including without limitations, any cracks, chips, dents, stains, or marks on cabinets, plumbing fixtures, electrical fixtures, mirrors, glass, appliances, micas, vinyl, ceramics, painted or stained surfaces, doors, wood, or carpeting.

h. Glass breakage.

i. Structural slab foundation systems that have experienced movement or cracking, but are within the design criteria, including cracks in any flooring that is attached to such slab foundation systems.

j. Presence of (or any damage from) insects, birds, rodents, mold, mildew, and fungus.

k. Cosmetic discrepancies.

I. Damage to real or personal property that was not included in the original delivery of the Residence for the original contract price.

m. Loss of use, loss of opportunity, loss of market value, loss of rental value or any other similar consequential loss.

n. Defects in materials or workmanship supplied or selected by anyone other than Builder or Builder's employees, agents, or trade contractors, and any covered defect that was caused by defective material or workmanship supplied or selected by anyone other than Builder or Builder's employees, agents, or trade contractors.

o. Any defect or condition that does not result in actual physical damage to the Residence.

p. Loss or damage resulting from failure of Builder to complete the construction, or to complete the construction in a timely manner.

q. Damage resulting from the abuse or neglect of Owner or from Owner's failure to provide for proper maintenance.

r. Cost of shelter, transportation, food, moving, storage, or other expenses associated with or related to any defect, or the repair or replacement of any defects in workmanship, materials, or design.

s. Loss or damage that arises while the Residence is being used primarily for nonresidential purposes or loss or damage caused by the Residence being used for nonresidential purposes.

t. Personal or bodily injury of any kind (including physical or mental pain and suffering and emotional distress), medical, hospital, rehabilitation, or other incidental or consequential expenses or damage to personal property.

- u. Loss or damage that Owner has not taken appropriate action to minimize as soon as practical.
- v. Loss or damage that is covered by Owner's insurance or other warranty.
- w. Violations of local, state, or national building codes, ordinances, standards.

x. Any damage to the extent it is caused or made worse by: (i) Changes in the level of the underground water table that were not reasonably foreseeable at the time of the construction; (ii) Damage or condensation caused by the failure of Owner to maintain adequate ventilation; (iii) Subsidence or soil movement that was not reasonably predictable through soil testing at the time of construction; (iv) Any damage or defects caused by soil movement for which compensation is provided by legislation or that is covered by insurance or public funds to the extent that such compensation is paid for by other such providers; and (v) Loss or damage externally caused including (but not limited to) acts of God, not, or civil commotion; smoke, fire, or explosion; windstorm or falling trees or other objects; snow, ice, rainwater, lightning, hall, or flood; sinkholes, mud slides, earthquakes or volcanic eruption; natural or introduced gases; aircraft or other vehicles; use, misuse, or abuse of the Residence or any part thereof beyond the reasonable use of such part.

2. CLAIMS PROCEDURES.

Exhibit I - Builders Lmted Warranty

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Page 2 of 4

Ave a benefit

a. In order to make a claim under this Warranty, you must send a written claim to Builder stating the date you found the covered defect, giving a detailed description of the defect, and stating that you are making a claim under this Warranty. Except for an emergency, do not repair or replace the claimed defect, as this will make it impossible for Builder to determine whether the defect was covered by the Warranty, whether your repairs were reasonable, and whether Builder would have been able to correct the defect in another manner. In the event of an emergency involving the defect, make the minimal repairs that will mitigate further damages and immediately report the defect to Builder.

b. OWNER'S WRITTEN CLAIM MUST BE RECEIVED BY BUILDER NO LATER THAN 30 DAYS AFTER THE EXPIRATION OF THE WARRANTY TERM. THERE IS NO WARRANTY COVERAGE FOR ANY CLAIM RECEIVED AFTER THIS DATE, AND BUILDER HAS NO OBLIGATION TO CORRECT, REPAIR, OR REPLACE ANY DEFECT REPORTED AFTER THIS DATE. THESE TIME LIMITS ARE AN IMPORTANT PART OF THIS WARRANTY AND SHALL BE STRICTLY OBSERVED.

c. If the defect is covered under a manufacturer's warranty, Owner should follow the instructions provided with such warranty. In the absence of a written manufacturer's warranty, Owner should contact Builder's office in writing to obtain information and assistance in filing a claim.

3. **BUILDER PERFORMANCE.** Builder shall repair, replace, or pay reasonable sums in order to remedy covered deficiencies, based on the Construction Standards. The Construction Standards are contained in *Residential Construction Performance Guidelines* (National Association of Home Builders, latest edition); if an item is not covered in this publication, the Construction Standards for the item shall be the standard industry practice in the county in which the Residence is located. The choice among repair, replacement, or payment is solely that of Builder. Actions taken by Builder during normal working hours only, 8 a.m. to 5 p.m., on Monday through Friday. No corrective work shall be performed on Saturday, Sunday, or company holidays. Builder shall not be required to begin corrective work until Owner provides Builder with written permission to enter onto the Residence. Owner (or Owner's agent) must be present during the corrective work and must sign an acceptance upon completion of the work. Owner is responsible for removing or repairing any improvements added after Builder's original construction work was finished.

4. **MEDIATION; ATTORNEYS FEES.** Mediation is a condition precedent to the institution of legal or equitable proceedings by any party for claims arising out of or related to this Warranty. If any dispute under this Warranty results in litigation, and mediation has not already been conducted for that dispute, the parties hereto consent to a court order referring the dispute to mediation. Upon the filing by any party hereto of a motion for mediation, the litigation shall be stayed (for a period not to exceed 60 days) pending completion of the mediation. The parties shall share equally the mediator's fee and any filing fees. The mediation shall be held in the county where the Residence is located, unless another location is mutually agreed upon. In the event of any dispute arising out of the subject matter of this Warranty, the prevailing party shall recover as costs its reasonable attorney's fees and other costs and expenses incurred in litigating, defending, or resolving the dispute.

5. OTHER TERMS. This Warranty shall be governed in its enforcement, construction, and interpretation by the laws of the State of Florida, without giving effect to the principles of conflict of laws. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Warranty must be filed in the courts of the county in which the Property is located and each of the parties waives any objection to venue laid therein. The parties waive all rights to a trial by jury in the event of any dispute or court action arising from or related to this Warranty. This Warranty shall not be assigned without the written consent of all parties, and any attempt to do so shall be void and constitute a material breach of this Warranty. This Warranty contains the entire agreement between Owners and Builder respecting the matters. In the event that any provision of this Warranty is held or determined invalid or unenforceable, for any reason, the remainder of this Warranty shall remain in full force and effect and unaffected by such holding or determination.

Exhibit I - Builders Lmted Warranty

Page 3 of 4

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This Limited Warranty is the only express warranty extended to Owner by Builder. Any items and conditions not specifically covered by this warranty are excluded from coverage and are the responsibility of Owner. This Limited Warranty is in lieu of any and all other warranties, expressed or implied, including but not limited to any warranty of merchantability, fitness for a particular purpose, and habitability. In no event shall Builder be liable for any damages (consequential or otherwise) arising from any defect in any item covered hereunder. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

BUILDER: Dalton Brothers Inc. By: Michael H. Dalton Its: VP

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OWNERS:

Witnesses:

Name:

Name:

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