

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)

DATE: October 12, 2023
TO: Finance Department
SUBJECT: Contract No. C23-3291-PW
MANAGING DEPARTMENT: PW
CONTRACTOR'S NAME: Dalton Brothers, Inc.
PROJECT TITLE: Construction of Bob White Stormwater Improvements

The attached has met the final payment contract requirement in subject contract.
 Yes No

1. Final Invoice X

Yes No N/A

2. Close-Out Documents
- a. Signed Release of Lien X
 - b. Proof of Completion Advertisement X
 - c. Certificate of Insurance X
 - d. Consent of Surety to Final Payment X
 - e. Proof of Performance/Payment Bond X
 Continuation 12 Months Following _____
 Final Payment _____
 - f. Grants approval/signature X

3. Remarks
Vendor #20901438
Invoice # ESTIMATE NO. 7 Amount \$279,615.49

Faye Douglas
 Digitally signed by Faye Douglas
 Date: 2023.10.12 16:06:37 -05'00'

OMB DIRECTOR

DATE

Check # 2400618
 \$ 279,615.49 10/26/2023

APPLICATION FOR PAYMENT

From: Dalton Bros. Date: 9/26/2023
 P.O. Box 426 Estimate No.: 7-FINAL
 Fort Walton Beach, Florida, 32579 Contract No.: C23-3291-PW
 Project: Bob White Dr Stormwater Improvement - ST000025
 Period: July 26, 2023 to August 31, 2023

FINAL INVOICE

Original Contract Sum \$ 1,084,425.15
 Net Change by Change Orders \$ 90,507.28
 Contract Sum to Date \$ 1,174,932.43

ANALYSIS OF WORK PERFORMED

	This Estimate	To Date
1a. Work Completed	\$ 232,493.55	\$ 1,174,932.43
1b. Stored Material	\$ -	\$ 0.00
1c. Total Earned	\$ 232,493.55	\$ 1,174,932.43
2. Amount Retained at 5% per Contract	\$ -	\$ 47,121.94
3. Net Amount Earned on Contract.....	\$ 232,493.55	\$ 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 'Certified Amount'	\$ 47,121.94

CERTIFICATION OF CONTRACTOR

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

By: [Signature] Date: 9/26/2023
 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.

AMOUNT CERTIFIED: \$ 279,615.49

By: _____ Date: _____
 Engineer



**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 Blalock Digitally signed by
Stephen 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: 10/06/2023

VENDOR NAME: Dalton Brothers Inc. VENDOR #: 20901438

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

VENDOR INVOICE #	TASK ORDER # <i>(If Applicable)</i>	COUNTY/FEMA PROJECT # <i>(If Applicable)</i>	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

DALTON BROTHERS



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

By: 
Signature
Michael H. Dalton
Printed
Title: VP

DALTON BROTHERS




MAINTAINING INSURANCE REQUIREMENTS

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

The Gray Insurance Company
Surety's Name

MAINTENANCE BOND

Bond No. GS55100063M

KNOW ALL MEN BY THESE PRESENT, That we, Dalton Brothers, Inc., hereinafter called Principal, and The Gray Insurance Company, hereinafter called Surety, are held and firmly bound unto Okaloosa County Board of County Commissioners, hereinafter called Obligee, in the full and just sum of one million one hundred seventy-four thousand nine hundred thirty-two dollars and forty-three cents Dollars (\$1,174,932.43), 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 Okaloosa County Board of County Commissioners, a portion of which requires a 1 year(s) maintenance bond covering workmanship and materials for the List of Improvements covered, hereinafter called improvements, at Bob White Stormwater Improvements, 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 1 year(s) from the date of acceptance, 31 August 2023, of said improvements, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this 28 day of September 2023

Dalton Brothers, Inc.
Principal's Name

BY: _____

Witness as to Principal

The Gray Insurance Company
Surety's Name

BY: _____
L. Dale Waldorff
Attorney in Fact & FL Resident Agent

[Signature]
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 Metairie, Louisiana, do hereby make, constitute, and appoint: Benjamin H. French, Rebekah F. Sharp, L. Dale Waldorff, K. Wayne Walker, Trava Ridlon, Joshua T. Morgan, Ronald J. Hays, and Paul A. Loacaseo 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 \$25,000,000.00.

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 26th 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 surety 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 4th day of November, 2022.



By: [Signature]
Michael T. Gray
President
The Gray Insurance Company

[Signature]

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

Parish of Jefferson

On this 4th 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.

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

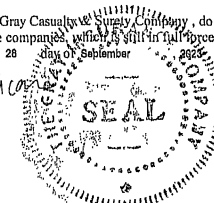
[Signature]
Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Mangano, 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 seals of the Company this 28 day of September, 2023

[Signature]

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety 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 seals of the Company this 28 day of September, 2023

[Signature]



DALTON BROTHERS



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 17th 2023.
 - The project was reached substantial completion on August 11th
- The contract required final completion be reached by October 17th 2023.
 - The project reached Final completion on August 31st 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: VP

CONSENT OF SURETY
TO FINAL PAYMENT
AIA G707 Document

Bond No. GS55100063

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

ARCHITECT'S PROJECT NO:

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

CONTRACT FOR: Construction
CONTRACT DATE:

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)

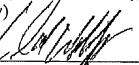
Okaloosa Board of County Commissioners, OWNER

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: 

The Gray Insurance Company
(Surety)

BY: 
L. Dale Waldorf, Attorney-In-Fact
& FL Licensed Resident Agent



THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS55100063 Principal: Dalton Brothers, Inc.
Project: Bob White Stormwater Improvements; Okaloosa County, FL

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.

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, Rebekah F. Sharp, L. Dale Waldorff, K. Wayne Walker, Trava Ridlon, Joshua T. Morgan, Ronald J. Hays, and Paul A. Loacasio 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 \$25,000,000.00.

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 26th 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 surety 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 4th day of November, 2022.



Michael T. Gray

By: Michael T. Gray
President
The Gray Insurance Company

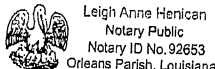
Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana ss:

Parish of Jefferson
On this 4th 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. 92853
Orleans Parish, Louisiana

Leigh Anne Henican

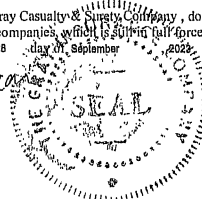
Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and foregoing 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 seals of the Company this 28 day of September, 2023

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and foregoing 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 seals of the Company this 28 day of September, 2023

Leigh Anne Henican



- 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.
- l. 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, riot, or civil commotion; smoke, fire, or explosion; windstorm or falling trees or other objects; snow, ice, rainwater, lightning, hail, 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.

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 to correct the defect shall not extend any term of this warranty. Corrective work shall be performed 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 set forth herein and supersedes all prior agreements between Owners and Builder respecting such 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.

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

OWNERS:

Witnesses:

Name:

Name: