

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/07/2022  
Contract/Lease Control #: C16-2350-WS  
Procurement#: NA  
Contract/Lease Type: CONTRACT  
Award To/Lessee: SNF POLYDYNE  
Owner/Lessor: OKALOOSA COUNTY  
Effective Date: 02/19/2021  
Expiration Date: 01/16/2025 W/1 YR RENEWAL  
Description of: FBS POLYMER  
Department: WS  
Department Monitor: LITTRELL  
Monitor's Telephone #: 850-651-7170  
Monitor's FAX # or E-mail: JLITTRELL@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C16 2350WS Tracking Number: 4973-22  
Procurement/Contractor/Lessee Name: SNF Polydyne Grant Funded: YES \_\_\_ NO X  
Purpose: Amendment # 2  
Date/Term: 1-16-2025  
Department #: 4101  
Account #: 552412  
Amount: \$500,000  
Department: WS Dept. Monitor Name: Citwell

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
Christa Mason Date: 11-18-22  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

**2CFR Compliance Review (if required)**  
Approved as written: NO Federal funds Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Suzanne Ulloa

**Risk Management Review**  
Approved as written: see email attached Date: 11-18-22  
\_\_\_\_\_ Kristina LoFria

**County Attorney Review**  
Approved as written: see email attached Date: 11-18-22  
\_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Lydia Garcia  
**Sent:** Friday, November 18, 2022 1:46 PM  
**To:** DeRita Mason; Lynn Hoshihara  
**Cc:** 'Parsons, Kerry'  
**Subject:** RE: C16-2530-WS-amendment  
**Attachments:** C16-2350-WS 2nd amendment.docx; c16-2350-ws attachment amendment 2.pdf

The attached 2nd Amendment for SNF Polydyne Inc. is approved by Risk Management for insurance purposes. The original contract C16-2350-WS, referenced, insurance requirements are still applicable.



Kind Regards,

**Lydia Garcia**  
Public Records Request & Contracts Specialist

### **OKALOOSA COUNTY BCC**

**Risk Management**  
**Direct:** 850.689.4111  
**Fax:** 850.689.5973 |  
**Email:** [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com)

302 N. Wilson St. Suite 301  
Crestview, FL 32539

<https://myokaloosa.com/>

**Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Friday, November 18, 2022 7:47 AM  
**To:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Cc:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>; Lydia Garcia <[lgarcia@myokaloosa.com](mailto:lgarcia@myokaloosa.com)>  
**Subject:** C16-2530-WS-amendment

Good morning,  
Please review and approve the attached.  
Thank you,

DeRita Mason

## DeRita Mason

---

**From:** Lynn Hoshihara  
**Sent:** Friday, November 18, 2022 2:50 PM  
**To:** DeRita Mason  
**Cc:** 'Parsons, Kerry'; Lydia Garcia  
**Subject:** Re: C16-2530-WS-amendment  
**Attachments:** C16-2350-WS 2nd amendment 11.18.22.docx

DeRita,

With the attached changes, this is approved. By the way, I could not find SNF Polydyne on Sunbiz, but I did find Polydyne, Inc. Their W9 also lists them as Polydyne, Inc.

Lynn

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**From:** DeRita Mason  
**Sent:** Friday, November 18, 2022 8:46:30 AM  
**To:** Lynn Hoshihara  
**Cc:** 'Parsons, Kerry'; Lydia Garcia  
**Subject:** C16-2530-WS-amendment

Good morning,  
Please review and approve the attached.  
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road



# CONTRACT/LEASE RENEWAL FORM

Date: 11/04/2022  
 Company: SNF Polydyne Inc.  
 Attn: Bids and Contracts Dept. Team  
 Address: 1 Chemical Plant Rd  
 City, St, Zip: Riceboro, GA 31323  
 RE: Contract C16-2350-WS renewal

CONTRACT: C16-2350-WS  
 POLYDYNE, INC.  
 FBS POLYMER  
 EXPIRES: 01/16/2025 W/1 1 YR RENEWAL

Dear SNF Polydyne Team

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C16-2350-WS \_\_\_\_\_ for an additional term. The contract renewal period will be 01/17/2023 to 01/16/2025. The annual budgeted amount for this contract is \$250,000.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

**If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).**

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director **Jeff Littrell**  
 Signature: \_\_\_\_\_

Digitally signed by Jeff Littrell  
 DN: cn=Jeff Littrell, o=Okaloosa County  
 Water & Sewer System, ou=Okaloosa  
 County, LLC,  
 email=j.littrell@okaloosa.com, c=US  
 Date: 2022.11.22 09:08:18 -0600

Contractor: Polydyne Inc.

Date: 11/22/2022

Approved By: \_\_\_\_\_  
 (as prescribed below on item 1)

Approved By: *Boyd Stanley*  
 Boyd Stanley

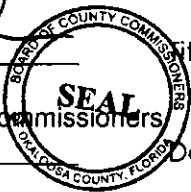
Date: \_\_\_\_\_

Approved By: *Mel Ponder*  
 Mel Ponder

Title: Sr. Vice-President

Chairman, Board of County Commissioners

Date: DEC 06 2022



Date: 11/22/22

**County Department Instructions:**

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.  
 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970



**SECOND AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA  
COUNTY, FLORIDA AND  
POLYDYNE, INC.  
CONTRACT NO. C16-2350-WS**

This Second Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida (“County”), and Polydyne, Inc. (“Contractor”), executed this 6<sup>th</sup> day of December, 2022, is made a part of the original Agreement dated January 16, 2016, Contract No. C16-2350-WS (the “original Agreement”), which was assigned to Contractor and is incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their second option to renew the original Agreement for an additional two (2) year period in accordance with Section 4 of the original Agreement. There is one (1) additional one (1) year renewal remaining under the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence January 17, 2023, and shall terminate no later than January 16, 2025.
3. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Section 1 of the original Agreement (“Compensation”) shall be revised as follows:

Compensation shall be amended as per Exhibit “A” attached hereto and made a part of the original agreement.
---

4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated January 16, 2016, and any amendments thereto, shall remain in full force and effect.
5. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

**(Remainder of Page Intentionally Left Blank)**

CONTRACT: C16-2350-WS  
POLYDYNE, INC.  
FBS POLYMER  
EXPIRES: 01/16/2025 W/1 1 YR RENEWAL



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

**Polydyne, Inc.:**

Boyd Stanley  
Signature

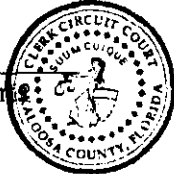
Title Sr. Vice-President

Boyd Stanley  
Print Name

**ATTEST:**

**OKALOOSA COUNTY, FLORIDA**

J.D. Peacock II  
J.D. Peacock II, Clerk of Court



BY: Mel Ponder

Mel Ponder  
Chairman, Board of County Commissioners







**ATTACHMENT "A"**  
**Updated Rates**



November 17, 2022

Mr. Darren Alford  
Okaloosa County Water & Sewer  
250 Roberts Blvd.  
Fort Walton Beach, FL 32547

Subject: Contract Extension Proposal – Contract # C16-2350-WS

Dear Mr. Alford,

Polydyne Inc. would like to thank you for the opportunity to renew the above-referenced Contract. While we are pleased to extend, we must request a reasonable price adjustment at this time. This request for a price adjustment comes in response to the continued cost increases for raw materials and transportation services we have absorbed over the last year.

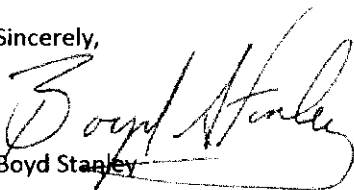
Regarding raw materials, an all-time record demand for finished polymers coupled with a tight global supply of raw materials has driven the cost of these raw materials rapidly higher. Please find attached recent price increase notices from SNF Holding Company, Polydyne Inc.'s parent company. From these, you will see the significant increases that Polydyne Inc. has absorbed over the last year. Also attached for your review, please find the most recent PPI (Series ID: WPU06), which reflects an increase of 5.71%.

Regarding transportation costs, the current demand for trucking services exceeds available supply. As a result, we are experiencing substantial base-rate increases. These rising trucking rates impact both the cost for raw materials delivered to our manufacturing facilities and the cost to ship finished polymers to our valued customers. Please see attached BLS PPI Index for long-distance trucking, which shows an increase of 9.21% over the last year. While this does not fully encompass the totality of increases we have experienced, it is illustrative of the market conditions for trucking services. Furthermore, in addition to base-rate increases, on-highway diesel prices are up 44% over this same period. The impact of rising fuel rates is compounding on already increasing base-rates. Please see attached U.S. EIA fuel price graph for your reference.

Effective for the renewal period January 17, 2023 through January 16, 2024 we propose to supply FBS C1282 at \$1.625/lb.

We thank you for your business and consideration of this proposal. If this proposal is acceptable to the County, please send notification by email to [bids@polydyneinc.com](mailto:bids@polydyneinc.com). If you have any questions, please feel free to contact Chris McRae, Independent Sales Agent, at (813) 765-0471.

Sincerely,



Boyd Stanley

Sr. Vice-President

Attachments

May 31, 2022

**RE: Price Increase and/or Energy Surcharge**

Dear Valued Customer:

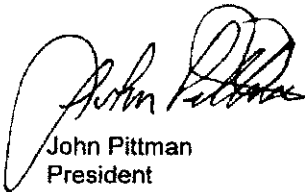
North America has seen sudden and dramatic increases in energy costs. These increased costs impact all SNF products but at different rates. In addition, transportation costs have continued to grow with the rising oil/diesel prices. Lastly, effective July 1, the Biden administration will reinstate and expand the Superfund Excise Tax, impacting many raw materials we purchase.

As a result,

**SNF will, therefore, implement price increases and/or energy surcharges to cover these increased costs, effective upon your SNF representative's subsequent notification of actual amounts.**

Increases and surcharges apply to all customers where contracts allow. Your SNF sales representative will be responsible for communicating the additions and/or surcharges.

Thank you for your understanding, patience, and continued business.



John Pittman  
President



John Pittman  
President

March 1, 2022

**RE: Price Increase**

Dear Valued Customer:

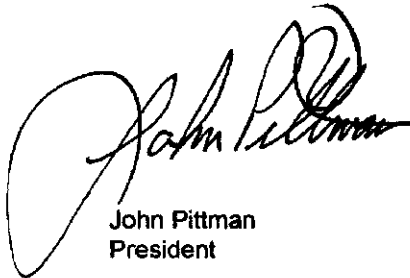
SNF continues to experience cost increases and tight supplies of many of our key raw materials. At the same time, we are faced with increased labor, energy, and transportation costs.

As a result,

**SNF will increase prices 10 to 20 percent for orders with an April 1, 2022 shipping date or later.**

Price increases apply to all customers where contracts allow. Please contact your SNF sales representative if you have any questions.

Thanks for your understanding, patience, and continued business.

A handwritten signature in black ink, appearing to read "John Pittman".

John Pittman  
President

August 30, 2021

**Re: Price Increase**

Dear Valued Customer:

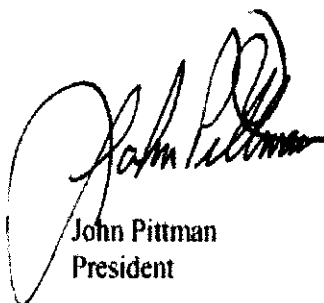
SNF continues to experience cost increases and tight supplies of many of our key raw materials. At the same time, we are faced with increased production, transportation, and other costs. Global demand and rising feedstocks will continue to impact our costs for the foreseeable future.

As a result,

**SNF will increase prices 10%-25% for orders with a shipping date of October 1, 2021 or later.**

Price increases apply to all customers where contracts allow. Please contact your SNF sales representative if you have any questions.

Thanks for your understanding, patience, and continued business.



John Pittman  
President

March 1, 2021

## MEMO: Price Increase Effective March 15, 2021

We announced a modest price increase in January that went into effect today. Unfortunately, due to the winter storm in Texas costs have risen sharply and supply has been severely damaged. Propylene is a primary cost driver for our raw materials and increased by \$0.28/lb in February, the single largest month to month increase ever. After an increase in December and January totaling \$0.22/lb, propylene was expected to flatten, but instead has gone up sharply.

In addition to higher costs, our supply of key raw materials continues to be impacted and it is expected to take 30-45 days for our suppliers to recover. Once we receive additional raw materials, SNF will work tirelessly to fulfill all the orders missed or delayed. We also are leaning on SNF's global network of manufacturing to replenish our inventories as quickly as possible.

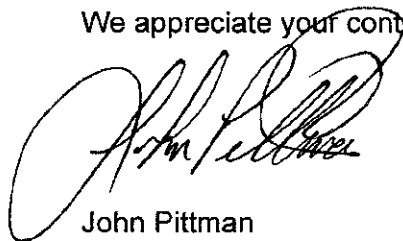
As a result,

**SNF will implement a second price increase effective for orders with a shipping date of March 15, 2021, per the attached schedule.**

Powders	5% - 10%
Emulsions	4% - 6%
PolyDADMACs	5% - 10%
Polyamines	7% - 10%
Dispersants	5% - 10%
All Other	5% - 15%

Price increases apply to all customers where contracts allow. In coming days, customers can expect a subsequent communication from SNF on your increases. Should you have any questions, please contact your SNF representative.

We appreciate your continued business and support.



John Pittman  
President

January 25, 2021

## **MEMO: Price Increase Effective March 1, 2021**

We continue to experience increases and tight supplies of many of our key raw materials. At the same time, we are faced with transportation shortages and cost increases.

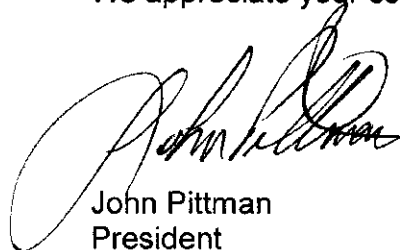
As a result,

**SNF will implement a price increase effective for orders with a shipping date of March 1, 2021, per the below.**

Powders	7% - 15%
Emulsions	4% - 8%
PolyDADMACs	7% - 10%
Polyamines	7% - 10%
Dispersants	5% - 10%
All Other	5% - 15%

Price increases apply to all customers where contracts allow. In coming days, customers can expect a subsequent communication from SNF on your increases. Should you have any questions, please contact your SNF representative.

We appreciate your continued business and support in this matter.



John Pittman  
President



# Databases, Tables & Calculators by Subject

Change Output Options: From: 2019 ▼ To: 2022 ▼ **GO**

include graphs  include annual averages

[More Formatting Options](#) ➡

Data extracted on: November 17, 2022 (2:09:59 PM)

## PPI Commodity Data

**Series Id:** WPU06  
 Not Seasonally Adjusted  
**Series Title:** PPI Commodity data for Chemicals and allied products, not seasonally adjusted  
**Group:** Chemicals and allied products  
**Item:** Chemicals and allied products  
**Base Date:** 198200

Download:  [CSV](#)  [XLSX](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	293.4	292.0	291.7	291.7	290.4	289.6	288.1	286.5	285.1	288.5	287.4	285.1
2020	286.7	286.3	284.4	273.4	268.7	271.8	275.6	278.6	279.4	281.6	283.8	287.9
2021	295.9	304.1	313.1	320.5	330.3	336.1	339.321	344.907	343.866	347.377	351.574	349.906
2022	352.687	356.838	363.555	370.287	377.409	380.361	379.119(P)	371.282(P)	369.207(P)	367.208(P)		

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

+5.71%

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone:1-202-691-5200 Telecommunications Relay Service:7-1-1 [www.bls.gov](http://www.bls.gov) [Contact Us](#)





# Databases, Tables & Calculators by Subject

Change Output Options: From: 2020 To: 2022

include graphs  include annual averages

[More Formatting Options](#)

Data extracted on: November 17, 2022 (2:14:12 PM)

## PPI Industry Data

**Series Id:** PCU484121484121  
**Series Title:** PPI industry data for General freight trucking, long-distance TL, not seasonally adjusted  
**Industry:** General freight trucking, long-distance TL  
**Product:** General freight trucking, long-distance TL  
**Base Date:** 200312

Download: [xls](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	136.3	136.1	134.3	131.8	128.2	132.0	134.0	135.6	139.0	142.2	146.6	147.6
2021	146.1	151.3	154.7	159.3	162.1	159.3	159.929	164.691	169.568	173.847	182.629	187.738
2022	198.275	208.028	211.126	209.823	210.733	203.350	204.018(P)	200.303(P)	195.889(P)	189.857(P)		

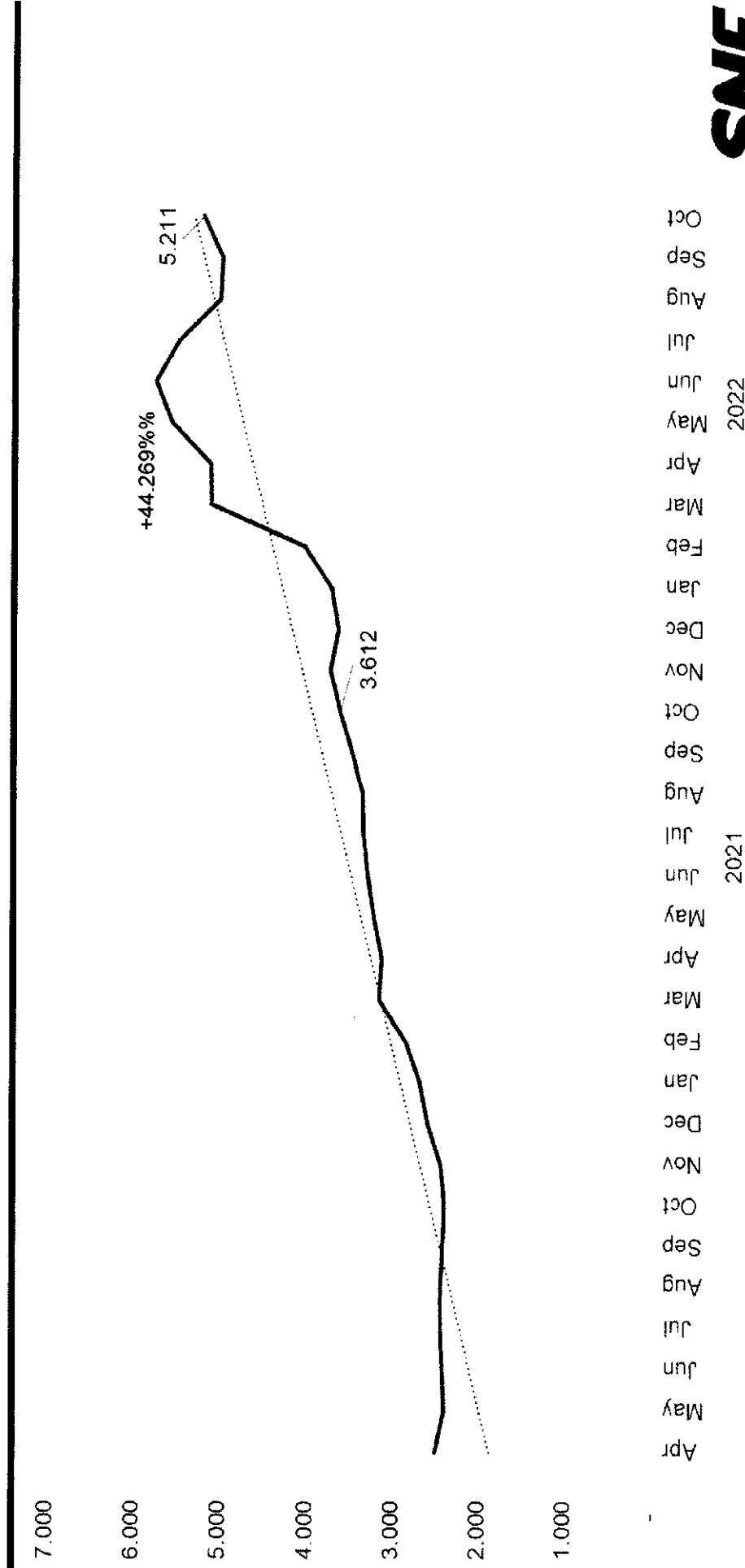
P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

+9.21%

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Telephone:1-202-691-5200 Telecommunications Relay Service:7-1-1 [www.bls.gov](http://www.bls.gov) [Contact Us](#)

# On-Highway Diesel Pricing



## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/03/2021

Contract/Lease Control #: C16-2350-WS

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: SNF POLYDYNE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/19/2021

Expiration Date: 01/16/2023 W/1 2 YR RENEWAL

Description of: FBS POLYMER

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7170

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

Closed:

Cc: BCC RECORDS





**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 016-2350-WS Tracking Number: 4235-21  
 Procurement/Contractor/Lessee Name: Polydync Inc. Grant Funded: YES \_\_\_ NO X  
 Purpose: Assignment  
 Date/Term: 1-16-2023u/21yr renewal 1.  GREATER THAN \$100,000  
 Department #: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
 Account #: \_\_\_\_\_ 3.  \$50,000 OR LESS  
 Amount: \_\_\_\_\_  
 Department: WS Dept. Monitor Name: Utthell

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 2-10-2021  
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: no federal funds Grant Name: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 Grants Coordinator

**Risk Management Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_  
 Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: see email att ok Date: 2-18-2021  
 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Thursday, February 18, 2021 1:40 PM  
**To:** DeRita Mason; 'Parsons, Kerry'  
**Cc:** Lisa Price  
**Subject:** Re: Account Assignment

This is approved as to legal sufficiency.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** DeRita Mason  
**Sent:** Wednesday, February 10, 2021 10:17 AM  
**To:** 'Parsons, Kerry'  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** FW: Account Assignment

Good morning,  
Please review and approve the attached.

Thank you,

DeRita Mason

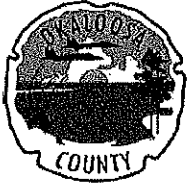
DeRita Mason, CPPB  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
dmason@myokaloosa.com

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-----Original Message-----







**BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST**

**DATE:** March 2, 2021  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Jeff Littrell  
**SUBJECT:** Assignment of a Contract from Fort Bend Services Inc. to SNF Polydyne  
**DEPARTMENT:** Water and Sewer  
**BCC DISTRICT:** All

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**STATEMENT OF ISSUE:** Okaloosa County Water & Sewer (OCWS) staff requests Board of County Commissioners (BCC) approval to authorize the Chairman to execute the Assignment of Contract with SNF Polydyne, Inc. from Fort Bend Services. The up to \$250,000 annual contract, is for specialized polymers used in the bio-solids thickening and de-watering process at the Arbennie Pritchett Water Reclamation Facility (APWRF).

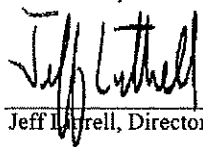
**BACKGROUND:** SNF Polydyne, Inc. acquired Fort Bend Services, Inc. effective February 1, 2021. SNF Polydyne has agreed to assume Fort Bend Services's rights, liabilities and obligations under existing contract #C16-2350-WS, with all other provisions remaining in full force. Documentation from Fort Bend Services and SNF Polydyne, as well as the Assignment of Contract document is attached for review and consideration.

**FUNDING SOURCE:**

Department #: 4101  
Account #: 552612 (Chemicals - Sewer Systems)  
Approved FY2021 Budgeted Amount: \$375,000

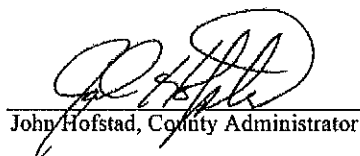
**OPTIONS:** Approve or deny.

**RECOMMENDATIONS:** OCWS requests BCC approval to authorize the Chairman to execute the Assignment of Contract #C16-2350-WS from Fort Bend Service to SNF Polydyne, Inc.

  
Jeff Littrell, Director

2/22/2021

**RECOMMENDED BY:**

  
John Hofstad, County Administrator

2/24/2021

**APPROVED BY:**



**Fort Bend Services, Inc.**  
Water & Waste Treatment Specialists

February 1, 2021

Okaloosa County B.O.C.C.  
1804 Lewis Turner Blvd. Ste. 30  
Fort Walton Beach Florida 32547-5205

Dear Valued Customer,

Effective on February 1, 2021, FBS sold its polymer supply and service business to SNF Polydyne. Until formally communicated otherwise, please continue to place orders and submit payments to FBS as in the past. SNF and FBS want to assure a smooth transition and the FBS polymer sales team has been retained to assure uninterrupted service.

Fort Bend Services is honored to have served you and our other polymer customers for the last 30+ years. However, with changes in the marketplace we have reached the decision to divest our polymer business and focus our efforts on our chemicals business for the boiler and cooling water market.

SNF Polydyne is well-established in the market. SNF is the world's largest producer of water-soluble polymers and FBS' largest and most dependable supplier for many years. We have enjoyed a long and fruitful relationship and I am confident you will be in good hands with the Polydyne team. As mentioned, your sales contact will remain the same or you can contact David James at 713.252.3215 or [djames@fortbendservices.com](mailto:djames@fortbendservices.com)

In the coming days, you will be contacted by SNF Polydyne Inc. with their vendor information, W-9, customer service contacts and payment instructions. In the meantime, please continue to place orders and submit payments to FBS as in the past.

Thank you again for allowing FBS to meet your polymer product needs and for your many years of support of us. I wish you a safe and healthy 2021.

Sincerely,

Lanasa Moyer  
CEO/President

office: 281.261.5199 • toll free: 800.933.3678 • fax: 281.261.2295

office: 13303 Redfish, Stafford, TX 77477 • mailing: PO Box 1688, Stafford, TX 77497

[www.fortbendservices.com](http://www.fortbendservices.com)



John Pittman  
President

February 1, 2021

Dear Valued Fort Bend Services' Customer:

As you may be aware, SNF Polydyne Inc. has purchased the polymer supply and service business of Fort Bend Services Inc. (FBS).

I would like to thank you in advance for giving SNF Polydyne Inc. the opportunity to continue the business relationship and we are excited to have you as a customer.

We have worked in partnership with FBS for many years as their supplier of polymers. We believe our longstanding relationship and open communication has afforded us a full understanding of your expectations.

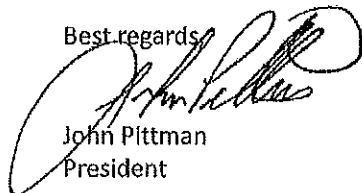
Our goal is to make this transition as seamless as possible for you and we have taken the steps below to ensure this goal.

- FBS product names and suppliers will continue without any changes. This will eliminate the need to qualify new products or product names during this transition.
- All customer contracts are being transitioned with the current terms.
- FBS and SNF shall continue to work in partnership through Q1 2021, and as needed, until the transition is complete.
- Current orders will be processed as they were received, so there is no need to reissue any purchase orders.
- David James, FBS Vice-President of Sales, will join SNF Polydyne Inc. to oversee the transition of the business with the support of Boyd Stanley, Polydyne Inc. Senior Vice-President.
- Attached is Polydyne Inc.'s W-9, Payment Instructions, and Contact Sheet which includes Polydyne's customer service and ordering information.
- Once Polydyne Inc. has been set up as a vendor in your system, please begin placing orders with Polydyne Inc.'s Customer Service Department and remitting payments per the attached Payment Instructions.

If you have any questions or require any additional information to establish Polydyne Inc. as a vendor, please feel free to reach out to your current salesman or David James at 281-261-5199, DJames@fortbendservices.com

We sincerely thank you for your support and look forward to working with you.

Best regards,



John Pittman  
President

Attachments

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type See Specific Instructions on page 3	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <b>Polydyna Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p><b>4</b> Address (number, street, and apt. or suite no.) See instructions.  <b>1 Chemical Plant Road</b></p> <p><b>5</b> City, state, and ZIP code  <b>Riceboro, GA 31323</b></p> <p><b>6</b> List account number(s) here (optional)</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Payee is account beneficiary outside the U.S.)</small></p> <p>Requester's name and address (optional)</p>
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**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	4	-	1	8	1	0	2	8	3

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am willing for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 2/1/2021
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



## Payment Instructions

**Wire Transfer:**

BANK OF AMERICA, N.A.  
100 W. 33 St.  
New York, NY 10001

PHONE: (646) 733-4766 or (646) 733-4765  
FAX: (646) 733-4874

ABA: 026009593  
061000052 (use this ABA for all ACH payments)

SWIFT: BofAUS3N (if remit is in US Dollars)  
BofAUS6S (if remit is in Foreign Currency)

TELEX: 420831

IN FAVOR OF: POLYDYNE INC., RICEBORO, GA 31323 (USA)

ACCOUNT NUMBER: 3282509563

**Credit Card:**

Polydyne Inc. accepts all major credit cards. Credit card payments may be submitted online at <http://snf.us/paypolydyne/>. A receipt will be sent to the email address you provide once the transaction is complete. Credit card payments may also be authorized via email to: [cardpayments@snfhc.com](mailto:cardpayments@snfhc.com)

**Remittance Advice Email:**

[Remittance@snfhc.com](mailto:Remittance@snfhc.com)

**Company Check/Other:**

REMITTANCE CAN BE SENT BY MAIL TO:

POLYDYNE, INC.  
P. O. BOX 404642  
Atlanta, GA 30384-4642

REMITTANCE CAN BE SENT BY COURIER,  
FEDEX, UPS or other service to:

POLYDYNE, INC.  
ONE CHEMICAL PLANT ROAD  
RICEBORO, GA 31323 USA

Or:

POLYDYNE INC.  
LOCKBOX 404642  
6000 FELDWOOD ROAD  
COLLEGE PARK, GA 30349 USA

Thank you for your business. If you have any questions, please contact Reginald Lee at (912) 884-3366 extension 2056 or via email at [rlee@snfhc.com](mailto:rlee@snfhc.com).



## Vendor Contact Sheet

### Contract and General Inquiries:

For contract related questions, including pricing and amendments, or general inquiries, including SDS requests, please contact our Bids and Contracts Department\* via email at [bids@polydyneinc.com](mailto:bids@polydyneinc.com) or by calling 800-848-7659 Option 2.

#### \*Bids and Contracts Department Team:

Randal Vickery, Bid and Contract Coordinator	PH: (912) 880-2035
Rebecca Beasley, Sales Administration Manager	PH: (912) 880-8013
Kimberly Fleming, Sr. Bid Specialist	PH: (912) 880-2042
Sandy Wells, Bid Specialist	PH: (912) 880-2089
Peggy Locke, Administrative Specialist	PH: (912) 880-2401

### Technical Assistance:

Please contact your current Fort Bend Services Sales Representative. You may also contact David James by calling (281) 261-5199 or by email to [DJJames@fortbendservices.com](mailto:DJJames@fortbendservices.com).

### Order Placement:

Orders may also be placed online at: [www.polydyneinc.com/polydyne-online-order-form/](http://www.polydyneinc.com/polydyne-online-order-form/) or through our Customer Service Department by calling (1) 800-848-7659, Option 1, or by email to: [PolyCust@snfhc.com](mailto:PolyCust@snfhc.com).

### Billing and Payments:

Please see attached Payment Instructions. For questions concerning payments made or invoices received, please contact our Accounts Receivables Department, Credit Manager, Regina Lee, at (912) 884-3366 Ext. 2056 or by email to [ree@snfhc.com](mailto:ree@snfhc.com).

### Chemical Emergencies:

In case of spills or other emergency regarding the product(s) supplied by Polydyne Inc., please contact Chemtrec at (800) 424-9300.

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/04/2020  
Contract/Lease Control #: C16-2350-WS  
Procurement#: NA  
Contract/Lease Type: CONTRACT  
Award To/Lessee: FORT BEND SERVICES, INC.  
Owner/Lessor: OKALOOSA COUNTY  
Effective Date: 01/16/2016  
Expiration Date: 01/16/2023 W/1 2 YR RENEWAL  
Description of: FBS POLYMER  
Department: WS  
Department Monitor: LITTRELL  
Monitor's Telephone #: 850-651-7170  
Monitor's FAX # or E-mail: JLITTRELL@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/04/2020

Contract/Lease Control #: C16-2350-WS

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: FORT BEND SERVICES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/16/2016

Expiration Date: 01/16/2023 W/1 2 YR RENEWAL

Description of: FBS POLYMER

Department: WS

Department Monitor: LITRELL

Monitor's Telephone #: 850-651-7170

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

Closed:

Cc: BCC RECORDS





# CONTRACT/LEASE RENEWAL FORM

Date: 09/28/2020  
 Company: Fort Bend Services, Inc.  
 Attn: David James  
 Address: 13303 Redfish Lane  
 City, St, Zip: Stafford, TX 77477  
 RE: Contract # C16-2350-WS

CONTRACT#: C16-2350-WS  
 FORT BEND SERVICES, INC.  
 FBS POLYMER  
 EXPIRES: 01/16/2023 W/1 2 YR RENEWAL

Dear David James

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C16-2350-WS for an additional term. The contract renewal period will be 01/17/2021 to 01/16/2023. The annual budgeted amount for this contract is \$250,000.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

**If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).**

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director Jeff Littrell  
 Signature: \_\_\_\_\_  
Digitally signed by Jeff Littrell  
 DN: cn=Jeff Littrell, o=Okaloosa County, ou=County Administration, email=jeff.littrell@okaloosa.com, c=US  
 Date: 2020.10.01 10:13:01 -0500

Contractor: FORT BEND SERVICES, INC.

Date: 10/01/2020

Approved By: John Hofstad  
 (as prescribed below on item 1)  
 John Hofstad, County Administrator  
Digitally signed by John Hofstad  
 Date: 2020.10.20 16:24:32 -0500

Approved By: David James - DAVID JAMES

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

Approved By: [Signature]  
 (as prescribed below on item 1)  
 Robert A. (Trey) Goodwin III, Chairman

Title: VICE PRESIDENT OF SALES

Date: NOV 03 2020

Date: September 30, 2020

**County Department Instructions:**



- 1) Obtain signatures from Department Director, Authorized Company Representative and then Purchasing Manager <\$25K and less or Board >\$25K to \$50K. County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.  
 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/19/2015

Contract/Lease Control #: C16-2350-WS

Bid #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: FORT BEND SERVICES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/16/2016

Term: 01/16/2021 W/2-TWO YR RENEWALS AND 1-ONE YR RENEWAL

Description of Contract/Lease: FBS POLYMER

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7170

Monitor's FAX # or E-mail: JLITTRELL@CO.OKALOOSA.FL.US

Closed: \_\_\_\_\_

cc: Finance Department Contracts & Grants Office



# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2742264

DATE (MM/DD/YYYY)  
10/01/2020

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).

<b>PRODUCER</b> Lockton Companies, LLC 2100 Ross Ave, Suite 1400 Dallas, TX 75201	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 214-771-4411      FAX (A/C, No): E-MAIL ADDRESS: wc@resourcingedge.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Fort Bend Services, Inc 13303 Redfish Lane STAFFORD, TX 77477	INSURER A : Indemnity Insurance Co. of North America	NAIC # 43575
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nt) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	C68683506	10/01/2020	10/01/2021	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 WAIVER OF SUBROGATION IN FAVOR OF OKALOOSA COUNTY WHEN REQUIRED BY WRITTEN CONTRACT.

CONTRACT#: C16-2350-WS  
 FORT BEND SERVICES, INC.  
 FBS POLYMER  
 EXPIRES: 01/16/2021 W/2 1 YR RENEWALS  
 AND 1 1 YR RENEWAL

### CERTIFICATE HOLDER

OKALOOSA COUNTY  
 ATTN: MARK GRIFFIN  
 5479-A OLD BETHEL RD  
 CRESTVIEW, FL 32536

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

*Mark Griffin*

**Workers' Compensation and Employers' Liability Policy**

Named Insured Resourcing Edge I, LLC L/C/F Fort Bend Services, Inc 1309 Ridge Rd., Suite 200 Rockwall, TX 75087	Endorsement Number
	Policy Number Symbol: WLR Number: C68683506
Policy Period 10/01/2020 <b>TO</b> 10/01/2021	Effective Date of Endorsement 10/01/2020
Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule. The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver  
Name of person or organization:  
  
( x ) Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:  
ALL TEXAS OPERATIONS
3. Premium:  
The premium charge for this endorsement shall be INCLUDED percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: INCLUDED



Authorized Representative





## ADDITIONAL REMARKS SCHEDULE

AGENCY Carroll Insurance Agency Ltd.		NAMED INSURED Fort Bend Services, Inc. P. O. Box 1688 (77497) 13303 Redfish Lane Stafford, TX 77477-1688 Fort Bend	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Additional Remarks

The General Liability and Auto policies include a Blanket Additional Insured Endorsement provision that provides additional insured status to the certificate holder only when there is a written contract that requires such status. The contractual liability coverage provided by the General Liability is standard and may not cover all liabilities assumed by the named insured under its contract with the certificate holder.

The General Liability, Auto and Workers Compensation policies include a Blanket Waiver of Subrogation Endorsement that provides this feature only when there is a written contract that requires such status.

The General Liability, Auto and Workers Compensation policies include a Blanket Notice of Cancellation to certificate holders. The endorsement provides 30 days advanced notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days notice after the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company.

**Umbrella Follow Form:** Any person or organization, other than the Named Insured, included as an additional insured under Schedule Underlying Insurance, but not for broader coverage than would be afforded by such Scheduled Underlying Insurance.









**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 116-2350-WS Tracking Number: 342719  
Procurement/Contractor/Lessee Name: Fort Bend Senior Grant Funded: YES \_\_\_ NO X  
Purpose: Amendment  
Date/Term: 1-16-21 1.  GREATER THAN \$100,000  
Amount: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
Department: WS 3.  \$50,000 OR LESS  
Dept. Monitor Name: Littell

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 6-24-19  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

**2CFR Compliance Review (if required)**

Approved as written: no federal funds Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: 6-26-19  
\_\_\_\_\_ Date: \_\_\_\_\_  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached Date: 6-26-19  
\_\_\_\_\_ Date: \_\_\_\_\_  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
\_\_\_\_\_ Date: \_\_\_\_\_  
Finance Manager or designee

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, June 25, 2019 9:06 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Karen Donaldson  
**Subject:** RE: C16-2350-WS Fort Bend Amendment

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Monday, June 24, 2019 10:53 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** C16-2350-WS Fort Bend Amendment

Please review and approve the attached.

Thank you,

DeRita



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

## DeRita Mason

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**From:** Karen Donaldson  
**Sent:** Wednesday, June 26, 2019 9:31 AM  
**To:** DeRita Mason  
**Subject:** RE: C16-2350-WS Fort Bend Amendment

DeRita

This is approved by Risk Management.

Thank you

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



*Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Monday, June 24, 2019 9:53 AM  
**To:** Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** C16-2350-WS Fort Bend Amendment

Please review and approve the attached.

Thank you,

DeRita

**FIRST AMENDMENT TO CONTRACT C16-2350-WS**  
(Fort Bend Services, Inc.)

**AUG 06 2019**

First Amendment made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, and amends contract C16-2350-WS, dated November 17, 2015, by and between Okaloosa County, Florida, (hereinafter the "County") and Fort Bend Services, Inc. (hereinafter the "Contractor").

**WHEREAS**, on November 17, 2015, the County and Contractor entered into a contract, C16-235-WS, which provides FBS Polymer; and

**WHEREAS**, the County wishes to amend the contract to add one additional "formula" of polymer, specifically FBS-C-7602, to the contract; and it will be at the same price as the current formula under this contract, FBS-C-1282. This is due to the characteristics of our wastewater evolving over the past couple of years, with the Septage/FOG (fats, oil & grease) station online; and

**WHEREAS**, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment attached hereto as Exhibit "A"; and

**WHEREAS**, the parties wish to amend the Contract to add new and updated general services insurance requirements attached hereto as Exhibit "B".

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend C16-2350-WS as follows:

1. C16-2350-WS is hereby amended to add formula FBS-C-7602 at the same price as the current FBS-C-1282.
2. Contractor agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit "A", and incorporated herein.
2. C16-2350-FM is hereby amended to add updated general services insurance requirements attached hereto as Exhibit "B" and made a part of the Contract by reference.
3. C16-2350-WS is hereby amended to incorporate the following provision: **VENDORS ON SCRUTINIZED COMPANIES LISTS:** By executing this Agreement, the Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in

**CONTRACT #: C16-2350-WS**  
**FORT BEND SERVICES, INC.**  
**PROVIDE FBS C1282 POLYMER**  
**EXPIRES: 01/16/2021 W/2-TWO RENEWALS**  
**AND 1-ONE YEAR RENEWAL**

the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section shall be null and void

4. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

FORT BEND SERVICES, INC.

David James  
Signature

DAVID JAMES - VICE PRESIDENT OF SALES  
Print Name & Title

Date: JUNE 26, 2019

OKALOOSA COUNTY, FLORIDA

Charles K. Windes, Jr.  
Charles K. Windes, Jr., Chairman

Date: AUG 03 2019

ATTEST:

J.D. Peacock, II  
J.D. Peacock, II, Clerk

Standard Contract Clauses

Exhibit "A"

**Title VI Clauses for Compliance with Nondiscrimination Requirements**

**Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the



Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable

requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
  - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of:
  - i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
  - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
  - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

**Exhibit "B"**  
**GENERAL SERVICES INSURANCE REQUIREMENTS**  
REVISED: 02/8/2018

**CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

## **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

## **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:

- 1.) Premises & Operations Liability
- 2.) Bodily Injury and Property Damage Liability
- 3.) Independent Contractors Liability
- 4.) Contractual Liability
- 5.) Products and Completed Operations Liability

4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

#### **INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Environmental Impairment Liability (to include handling, transportation & disposal)	\$5,000,000 each claim

#### **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

## CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.



## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/17/2019

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).

<b>PRODUCER</b> Carroll Insurance Agency, Ltd. 14906 FM 529  Houston TX 77095		<b>CONTACT NAME:</b> Kristin Digits <b>PHONE (A/C, No, Ext):</b> (281) 656-3000 <b>E-MAIL ADDRESS:</b> kristin.digits@carrollins.com <b>FAX (A/C, No):</b> (281) 656-3001	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> AIG Specialty Insurance Co.	<b>NAIC #</b> 26883
		<b>INSURER B:</b> Commerce and Industry Insurance Company	19410
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1961717125      **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.

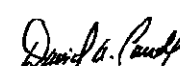
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EG14674183	06/21/2019	06/21/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA4784921	06/21/2019	06/21/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			EGU14681004	06/21/2019	06/21/2020	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may b

contract # C16-2350-WS

See Additional Remarks Schedule (Acord 101 Form).

**CONTRACT#: C16-2350-WS**  
**FORT BEND SERVICES, INC.**  
**FBS POLYMER**  
**EXPIRES: 01/16/2021 W/2 2 YR RENWALS AND 1 1 YR RENEWAL**

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
Okaloosa County 5479A Old Bethel Road  Crestview FL 32536		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 	

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_\_ of \_\_\_\_\_

AGENCY Carroll Insurance Agency, Ltd.		NAMED INSURED Fort Bend Services, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** : Notes

The General Liability and Auto policies include a Blanket Additional Insured Endorsement provision that provides additional insured status to the certificate holder only when there is a written contract that requires such status. The contractual liability coverage provided by the General Liability is standard and may not cover all liabilities assumed by the named insured under its contract with the certificate holder.

The General Liability, Auto and Workers Compensation policies include a Blanket Waiver of Subrogation Endorsement that provides this feature only when there is a written contract that requires such status.

The General Liability, Auto and Workers Compensation policies include a Blanket Notice of Cancellation to certificate holders. The endorsement provides 30 days advanced notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days notice after the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company.

Umbrella Follow Form: Any person or organization, other than the Named Insured, included as an additional insured under Schedule Underlying Insurance, but not for broader coverage than would be afforded by such Scheduled Underlying Insurance.



FORTBEN-03

PALEXANDER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/11/2019

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).

<b>PRODUCER</b> Cravens Warren Insurance Agency, Inc. 10011 W. Gulf Bank Rd. Houston, TX 77040	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (713) 690-6000 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> (713) 690-6020
<b>INSURED</b>  G&A Outsourcing, Inc. dba G&A Partners 17220 Katy Freeway Ste 350 Houston, TX 77094	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Texas Mutual Insurance Company	<b>NAIC #</b> 22945
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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	ADD'L SUBR (INSR, WVO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE    OCCUR					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY    PRO-JECT    LOC OTHER:					
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY    NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB    OCCUR EXCESS LIAB    CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N    N/A	TSF0001076234	2/23/2019	2/23/2020	X PER STATUTE    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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may Form WC 42 03 11, Texas Professional Employer Organization (PEO) Endorsement, or the client of the Named Insured.

**CONTRACT#: C16-2350-WS**  
**FORT BEND SERVICES, INC.**  
**FBS POLYMER**  
**EXPIRES: 01/16/2021 W/2 2 RENEWALS**  
**AND 1 1 YR RENEWAL**

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Okaloosa County 1808 Lewis Turner Blvd Fort Walton Beach, FL 32547	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 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/2018

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).

<b>PRODUCER</b> Carroll Insurance Agency, Ltd. 14906 FM 529  Houston TX 77095	<b>CONTACT NAME:</b> Service <b>PHONE (A/C, No, Ext):</b> (281) 656-3000 <b>E-MAIL ADDRESS:</b> Service@carrollins.com	<b>FAX (A/C, No):</b> (281) 656-3001
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Fort Bend Services, Inc. P. O. Box 1688 (77497) 13303 Redfish Lane Stafford TX 77477-1688	<b>INSURER A:</b> AIG Specialty Insurance Co.	<b>NAIC #</b> 26883
	<b>INSURER B:</b> Commerce and Industry Insurance Company	19410
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

RECEIVED  
 JUN 27 2018  
 BY: P. R. C. H.

**COVERAGES**      **CERTIFICATE NUMBER:** 18-19 Liability      **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	ADDC INSD	SUBR WVD	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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			EG14674183	06/21/2018	06/21/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			CA4784921	06/21/2018	06/21/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			EGU14681004	06/21/2018	06/21/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

See attached Comments/Remark page (Form OFREMARK) for additional information.

C16-2350-WS

<b>CERTIFICATE HOLDER</b>  Okaloosa County 1808 Lewis Turner Blvd.  Fort Walton Beach FL 32547	<b>CANCELLATION</b>  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  
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## COMMENTS/REMARKS

The General Liability and Auto policies include a Blanket Additional Insured Endorsement provision that provides additional insured status to the certificate holder only when there is a written contract that requires such status. The contractual liability coverage provided by the General Liability is standard and may not cover all liabilities assumed by the named insured under its contract with the certificate holder.

The General Liability, Auto and Workers Compensation policies include a Blanket Waiver of Subrogation Endorsement that provides this feature only when there is a written contract that requires such status.

The General Liability, Auto and Workers Compensation policies include a Blanket Notice of Cancellation to certificate holders. The endorsement provides 30 days advanced notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days notice after the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company.

Umbrella Follow Form: Any person or organization, other than the Named Insured, included as an additional insured under Schedule Underlying Insurance, but not for broader coverage than would be afforded by such Scheduled Underlying Insurance.





FORTBEN-03

PALEXANDER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/23/2018

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.

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PRODUCER  
Cravens Warren Insurance Agency, Inc.  
10011 W. Gulf Bank Rd.  
Houston, TX 77040

**RECEIVED**  
  
FEB 2 1 2018  
  
BY: *P. Garcia*

CONTACT NAME:  
PHONE (A/C, No, Ext): (713) 690-6000 FAX (A/C, No): (713) 690-6020  
E-MAIL ADDRESS:

INSURED  
  
G&A Outsourcing, Inc. dba G&A Partners  
17220 Katy Freeway, Suite #350  
Houston, TX 77094

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Texas Mutual Insurance Company	22945
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

**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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TSF0001076234	02/23/2018	02/23/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Form WC 42 03 11, Texas Professional Employer Organization (PEO) Endorsement, extends coverage to the covered employees of Fort Bend Services, Inc., the client of the Named Insured.

*C16-2350-WS*

### CERTIFICATE HOLDER

### CANCELLATION

Okaloosa County  
1808 Lewis Turner Blvd  
Fort Walton Beach, FL 32547

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  
*Ram Alexander*



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 11

Schedule

Name of Client:

Address:

FEIN:

See attached Extension of Information Page, Locations - Client, for list of clients.

TEXAS PROFESSIONAL EMPLOYER ORGANIZATION (PEO) ENDORSEMENT

This endorsement provides coverage for the covered employees of the client shown in the Schedule below.

This endorsement applies only if attached to a policy issued in your name as the primary insured, and only with respect to your client's and your covered employees under a professional employer services agreement between you and your client shown in the Schedule below.

Certain words and phrases in this endorsement are defined as follows:

Client means any person who enters into a professional employer services agreement with a PEO.

Coemployment relationship means a contractual relationship between a client and a PEO that involves the sharing of employment responsibilities with, or allocation of employment responsibilities to, covered employees in accordance with the professional employer services agreement and Texas Labor Code, Chapter 91.

Professional Employer Organization (PEO) means a business entity that offers professional employer services.

Covered employee means an individual having a coemployment relationship with a PEO.

Direct employee means an individual who is employed by a PEO or a client and does not have a coemployment relationship with a PEO.

Professional Employer Services Agreement means a contract between a PEO and a client that includes details of the coemployment relationship.

Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) apply to the covered employees of the client shown in the Schedule below. Under Part One, we will reimburse you for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

Under Part Two, the limits of our liability apply jointly to you and the client. Our duty is to provide a single defense for you and the client on a claim, proceeding, or suit for damages payable under this insurance.

The coverage afforded by this endorsement is not intended to satisfy the client's duty to secure its obligations under the workers compensation law for its direct employees.

If this policy is cancelled, we will send notice of such cancellation to you. You must notify each client by certified mail within three days of receipt of such notice.

Premium will be charged for covered employees of the client shown in the Schedule below. To satisfy your obligations under Part Five (Premium), C.2, you must maintain and furnish to us a complete payroll record by client for these covered employees.

Part Four (Your Duties if Injury Occurs) applies to you and to the client. The client will recognize our right to defend under Parts One and Two and our right to inspect under Part Six (Conditions).

2 of 2

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below. (The following "attaching clause" must be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

at 12:01 A.M. standard time, forms a part of

Policy No. TSF-0001076234 20160223 of the Texas Mutual Insurance Company

Issued to G & A OUTSOURCING INC

DBA: G & A PARTNERS

Premium \$

NCCI Carrier Code 28839

Endorsement No.

Michael J. Galt

Authorized Representative





# CERTIFICATE OF LIABILITY INSURANCE

C16-2350-PLW

DATE (MM/DD/YYYY)  
6/12/2017

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.

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PRODUCER Carroll Insurance Agency, Ltd. 14906 FM 529  Houston TX 77095	CONTACT NAME: Service
	PHONE (A/C, No, Ext): (281) 656-3000 FAX (A/C, No): (281) 656-3001
	E-MAIL ADDRESS: service@carrollins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: AIG Specialty Insurance Co. NAIC # 26883
	INSURER B: Commerce and Industry Insurance 19410
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 17-18 Auto/GL 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	ADDL INSD	SUBR WVD	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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			EG 14674183	6/21/2017	6/21/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 4784921	6/21/2017	6/21/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EGU 14681004	6/21/2017	6/21/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

See attached Comments/Remark page (Form OFREMARK) for additional information.

**Contract # C16-2350-WS**  
**FORT BEND SERVICES, INC.**  
**PROVIDE FBS C1282 POLYMER**  
**EXPIRES: 1/16/2021 WI 2 TWO YR RENWALS**  
**AND 1-ONE YR RENEWAL**

CERTIFICATE HOLDER  Okaloosa County Attn: Mark Griffin 1808 Lewis Turner Blvd. Fort Walton Beach, FL 32547	<b>CANCELLATION</b>  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  D A. Carroll, CIC, CRM

## COMMENTS/REMARKS

The General Liability and Auto policies include a Blanket Additional Insured Endorsement provision that provides additional insured status to the certificate holder only when there is a written contract that requires such status. The contractual liability coverage provided by the General Liability is standard and may not cover all liabilities assumed by the named insured under its contract with the certificate holder.

The General Liability, Auto and Workers Compensation policies include a Blanket Waiver of Subrogation Endorsement that provides this feature only when there is a written contract that requires such status.

The General Liability and Auto policies include a Blanket Notice of Cancellation to certificate holders. The endorsement provides 30 days advanced notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days notice after the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company.

Umbrella Follow Form: Any person or organization, other than the Named Insured, included as an additional insured under Schedule Underlying Insurance, but not for broader coverage than would be afforded by such Scheduled Underlying Insurance.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/15/2016

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 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).

<b>PRODUCER</b> Carroll Insurance Agency, Ltd. 14906 FM 529  Houston TX 77095		<b>CONTACT NAME:</b> Service <b>PHONE (A/C, No. Ext):</b> (281) 656-3000 <b>FAX (A/C, No):</b> (281) 656-3001 <b>E-MAIL ADDRESS:</b> service@carrollins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
		INSURER A: AIG Specialty Insurance Co. 26883	
		INSURER B: Commerce and Industry Insurance 19410	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:** 16-17 Auto/GL                      **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	ADDL INSD	SUBR WVD	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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			EG 14674183	6/21/2016	6/21/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 4784921	6/21/2016	6/21/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$    NIL			EGU 14681004	6/21/2016	6/21/2017	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
See attached Comments/Remark page (Form OFREMARK) for additional information.

06-23-16A 18:19 RCVD

2350

**CERTIFICATE HOLDER**                      **CANCELLATION**

Okaloosa County Attn: Mark Griffin 1808 Lewis Turner Blvd. Fort Walton Beach, FL 32547	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 D Carroll, CIC, CRM/M <i>David A. Carroll</i>
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## COMMENTS/REMARKS

The General Liability and Auto policies include a blanket additional insured endorsement provision that provides additional insured status to the certificate holder only when there is a written contract that requires such status.

The General Liability, Auto policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract that requires such status.

The General Liability and Auto policies include a blanket notice of cancellation to certificate holders. The endorsement provides 30 days advanced notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days notice after the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company.

# Search Results

**Current Search Terms: FORT\* BEND\* services\***

Your search for "FORT\* BEND\* SERVICES\*" returned the following results...

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	Fort Bend Services, Inc.	Status:	Active
DUNS:	025918566	CAGE Code:	1LGE9 <a href="#">View Details</a>
Has Active Exclusion?:	No	DoDAAC:	
Expiration Date:	08/19/2016	Delinquent Federal Debt?:	No
Purpose of Registration:	All Awards		

- Glossary**
- [Search Results](#)
  - Entity
  - Exclusion
  - [Search Filters](#)
  - By Record Status
  - By Functional Area - Entity Management
  - By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.P.38.20151118-1122

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





**Fort Bend Services, Inc.**  
Water & Waste Treatment Specialists

**POLYMER CONTRACT AGREEMENT  
BETWEEN COUNTY OF OKALOOSA AND  
FORT BEND SERVICES, INC**

This Agreement entered into this 17<sup>th</sup> day of November 2015, by and between the **Okaloosa County, Florida** (hereinafter referred to as "COUNTY"), whose principal address is 1250 Eglin Parkway, Shalimar, FL, 32579, and **Fort Bend Services, Inc.** (hereinafter referred to as "CONTRACTOR"), whose principal address is 13303 Redfish, Stafford, TX, 77477.

The Parties, in exchange for the mutual covenants contained herein agree as follows:

1. Pricing for the **FBS C1282** is as follows:

**2300#** Net Totes

**\$1.25** per pound

**\$2,875.00** per Tote

F.O.B.: Delivered (7-10 business days delivery)

2. The term of the Agreement is for a period of five (5) years from January 16, 2016 through January 16, 2021. As long as there is no price increase to Fort Bend Services, Inc. from the manufacturer.

3. For good and valuable consideration the sufficiency is acknowledged by all parties, the Contractor agrees to provide the scope of services as set forth in the attachment hereto.

4. Upon mutual agreement, contract may be extended for two (2) additional two-year periods and one (1) additional one-year period. Any renewal must be in writing, executed by both parties.

5. No price adjustments may be made during the first twelve (12) months of the contract. Contractor may submit a request for contract price increase once annually for each renewal year. Economic increases shall be limited to the increase specified in the Bureau of Labor Statistics Producers Price Index-Seasonally Adjusted (PPI-SA) for Chemicals and Allied Products, for the 12 month period ending September 30, of the current contract year. Contractor must submit back up paper work to substantiate any claims for price increases at the time the contract is extended.

6. The following documents are incorporated by reference into this Agreement and are attached hereto:

- a. Terms Agreement;

- b. Scope of Work for Contract between County and Fort Bend Services

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

**CONTRACT # C16-2350-WS  
FORT BEND SERVICES, INC.  
PROVIDE FBS C1282 POLYMER  
EXPIRES: 01/16/2021 W/2-TWO YR RENEWALS  
AND 1-ONE YR RENEWAL**

office: 281.261.5199 ♦ toll free: 800.933.3678 ♦ fax: 281.261.2295

office: 13303 Redfish, Stafford, TX 77477 ♦ mailing: PO Box 1688, Stafford, TX 77497

[www.fortbendservices.com](http://www.fortbendservices.com)

8. Contractor shall allow public access to all documents, records and other materials, subject to the provisions of Chapter 119, Florida Statutes, prepared or received by Contractor in Conjunction with this Agreement.

9. Contractor may not assign its interest in this Agreement without the express written consent of the County, which will not be unreasonably withheld.

10. This Agreement and Attachments as incorporated herein, contain the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing up mutual agreement of the parties and signed by both parties. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

11. If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

12. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor nor any of Contractor's employees shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, as Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under the Agreement.

13. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement for the purposes herein expressed on the dates set forth below:

OKALOOSA COUNTY, FLORIDA

FORT BEND  
SERVICES, INC.

BY:


  
\_\_\_\_\_  
**Nathan D. Boyles**  
**Chairman**

DATE

*Nov. 17, 2015*



BY:

  
\_\_\_\_\_  
Sales Manager

DATE

*10/27/15*





Fort Bend Services, Inc.  
Water & Waste Treatment Specialists

**FORT BEND SERVICES, INC.**  
13303 REDFISH LANE \* STAFFORD, TX 77477  
(281) 261-5199 \* FAX (281) 261-2295


TERMS AGREEMENT

The undersigned ("Purchaser") agrees that all purchases made by Purchaser from **FORT BEND SERVICES, INC.** and affiliated entities ("Seller") are subject to the following terms and conditions.

1. All amounts due for goods and services purchased from Seller are payable at the Seller's Post Office Box 1688, Stafford, Texas 77497-1688. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full in United State Funds as states herein.
2. All amounts due Seller are payable in accordance with the payment terms granted by Seller Credit Department from which the goods and services are delivered. If any amount due Seller is not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by Lesser of (a) one and one half percent (1.1/2%) per month or (b) the maximum Lawful rate permitted to be charged under the applicable State's law.
3. Purchaser shall pay Seller a service charge of \$45.00 for any and all returned checks by Sellers bank for any reason.
4. Purchaser understands that an individual credit report and/or Personal Guaranty may be required for extension of credit.
5. In the event the account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected through any judicial proceeding whatsoever, Purchaser shall pay all reasonable attorney's fee and court costs incurred by Seller.
6. Purchaser shall notify Seller by certified mail of any change of ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of the Purchaser.
7. Terms - Net 30 Days.

Company Name: WALKER COUNTY BOARD OF COUNTY COMMISSIONERS

Printed Name: Nathan D. Boyles Title: CHAIRMAN

Signature:   
Date: Nov. 17, 2015

