

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/11/2022

Contract/Lease Control #: C19-2753-WS

Procurement#: ITQ WS 78-18

Contract/Lease Type: CONTRACT

Award To/Lessee: POTPANS ASPHALT MAINTENANCE, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/22/2022

Expiration Date: 10/21/2023

Description of: MISCELLANEOUS ASPHALT REPAIR SERVICES

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7171

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: C19-2753-WS Tracking Number: 494423
Procurement/Contractor/Lessee Name: Potpan's Grant Funded: YES ___ NO X
Purpose: amusement # 1
Date/Term: 10-21-23
Department #: 4101 / 4101
Account #: 546002 / 546012
Amount: 83,264.00
Department: WS Dept. Monitor Name: Lithell

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 10-4-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no federal fund Grant Name: _____
Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 10-4-22
Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see email attached Date: 10-4-22
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

From: Lydia Garcia
Sent: Tuesday, October 4, 2022 12:22 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Parsons, Kerry
Subject: RE: C19-2753-WS amendment
Attachments: c19-2753-ws amendment 1.docx; C19-2753-WS attachment amendment 1.pdf

Good Afternoon,

The insurance requirements are still applicable for the referenced Agreement C19-2753-WS. The attached Potpan's Asphalt Maintenance LLC Amendment 1 is approved by Risk Management for insurance purposes.



Kind Regards,

L. Garcia
Public Records Request & Contracts Specialist

OKALOOSA COUNTY BCC
Risk Management
Direct: 850.689.4111
Fax: 850.689.5973 |
Email: 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>
Sent: Tuesday, October 4, 2022 7:09 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Lydia Garcia <lgarcia@myokaloosa.com>; Parsons, Kerry <KParsons@ngn-tally.com>
Subject: C19-2753-WS amendment

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

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, October 4, 2022 3:33 PM
To: Lydia Garcia; DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: C19-2753-WS 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

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From: Lydia Garcia <lgarcia@myokaloosa.com>
Sent: Tuesday, October 4, 2022 1:22 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: lhoshihara@myokaloosa.com; Parsons, Kerry <KParsons@ngn-tally.com>
Subject: RE: C19-2753-WS amendment

Good Afternoon,

The insurance requirements are still applicable for the referenced Agreement C19-2753-WS. The attached Potpan's Asphalt Maintenance LLC Amendment 1 is approved by Risk Management for insurance purposes.



Kind Regards,

L. Garcia
Public Records Request & Contracts Specialist

OKALOOSA COUNTY BCC

Risk Management
Direct: 850.689.4111
Fax: 850.689.5973 |
Email: riskinfo@myokaloosa.com

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

<https://myokaloosa.com/>

CONTRACT: C19-2753-WS
POTPANS ASPHALT MAINTENANCE, LLC
MISCELLANEOUS ASPHALT REPAIR SERVICES
EXPIRES: 10/21/2023



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND
POTPAN'S ASPHALT MAINTENANCE, LLC
CONTRACT NO. C19-2753-WS**

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and Potpan's Asphalt Maintenance, LLC, executed this _____ day of 10/16/, 2022, is made a part of the original Agreement dated October 22, 2018, Contract No. C19-2753 (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for an additional one (1) year term in accordance with Section 4 of the original Agreement. This renewal will be the final renewal on this agreement
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence October 22, 2022 and shall terminate no later than October 21, 2023.
3. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Section 3 of the original Agreement ("Compensation") shall be revised as follows:

Compensation shall be amended in accordance with Attachment "A" attached hereto.

4. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "B". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of



the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

- 5. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated October 22, 2018 and any amendments thereto, shall remain in full force and effect.
- 6. **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.

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

POTPAN'S ASPHALT MAINTENACE, I.I.C:

[Handwritten Signature]
Signature

TITLE: Owner

Scott Hofstad
Print Name

OKALOOSA COUNTY, FLORIDA

BY: John Hofstad
John Hofstad, County Administrator

Digitally signed by John Hofstad
Date: 2022.10.07 16:32:35 -05'00'



ATTACHMENT "A"
Updated Rate Sheet

Potpan's Asphalt Maintenance LLC

5505 Poplar Head Church Rd

Holt, FL 32564

850-259-3800

Fax 850-537-7772

potpans@yahoo.com

9/29/2022

Amendment request

Contract Number: C19-2753-WS

Due to recent price increase on materials, we request a price increase to our contract as follows:

Pricing (per square foot up to 2" thick)	<u>\$8.00 per square foot</u>
Pricing (per square foot; greater than 2" thick)	<u>\$9.00 per square foot</u>
Emergency/Priority Repair (per square foot) <u>request</u>	<u>\$10.00 per Sq. Ft./ Minimum \$2,000.00 per request</u>
Minimum Dollar Amount per Request	<u>\$2,000.00 per Request</u>

Emergency Repairs/Priority Repairs

All emergency/priority patches will be billed at \$10.00 per Sq. Ft with a minimum of \$2,000.00 per emergency/priority repair request.

Thank you

Scott Potpan



ATTACHMENT "B"
Scrutinized Companies Certificate

Contract No.



VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Polpan's Asphalt Maintenance, the bid proposer, 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 disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer 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 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 bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer 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 bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer 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 bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 10/16/2022 SIGNATURE: [Signature]
COMPANY: Polpan's Asphalt Maintenance LLC NAME: Scott Lipman
ADDRESS: 5505 Poplar Wood Church Rd (Typed or Printed)
Holt FL TITLE: Owner
325164 E-MAIL: polpan's@yahoo.com
PHONE NO.: 850-259-3800
850-259-4249