

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/01/2022

Contract/Lease Control #: C19-2768-WS

Procurement#: RFQ 68-18 WS

Contract/Lease Type: CONTRACT

Award To/Lessee: POLY, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/02/2019

Expiration Date: 01/01/2024

Description of: ENGINEERING SERVICES FOR HWY 90 E. WATER & SEWER  
EXTENSIONS

Department: WS

Department Monitor: LITRELL

Monitor's Telephone #: 850-651-7195

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: <u>C19-2768-WS</u>	Tracking Number: <u>487423</u>
Procurement/Contractor/Lessee Name: <u>Poly, Inc</u>	Grant Funded: YES <u>X</u> NO <u>  </u>
Purpose: <u>Amendment #2</u>	
Date/Term: <u>9-30-2023</u>	1. <input type="checkbox"/> GREATER THAN \$100,000
Department #: <u>741510</u>	2. <input type="checkbox"/> GREATER THAN \$50,000
Account #: <u>563311</u>	3. <input type="checkbox"/> \$50,000 OR LESS
Amount: <u>  </u>	
Department: <u>WS</u>	Dept. Monitor Name: <u>Lithell</u>

<i>Purchasing Review</i>	
Procurement of Contract/Lease requirements are met: <u>[Signature]</u>	Date: <u>3-28-23</u>
Purchasing Manager or designee: <u>DeRita Mason, Erin Poole, Amber Hammonds</u>	

<i>2CFR Compliance Review (if required)</i>	
Approved as written: <u>see email attached</u>	Grant Name: <u>  </u>
Grants Coordinator: <u>Suzanne Ulloa</u>	Date: <u>3-28-23</u>

<i>Risk Management Review</i>	
Approved as written: <u>see email attached</u>	Date: <u>3-31-23</u>
Risk Manager or designee: <u>Lydia Garcia</u>	

<i>County Attorney Review</i>	
Approved as written: <u>see email attached</u>	Date: <u>4-11-23</u>
County Attorney: <u>Lynn Hoshihara, Kerry Parsons or Designee</u>	

<i>Department Funding Review</i>	
Approved as written: <u>  </u>	Date: <u>  </u>

<i>IT Review (if applicable)</i>	
Approved as written: <u>  </u>	Date: <u>  </u>

## DeRita Mason

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**From:** Odessa Cooper-Pool  
**Sent:** Friday, March 31, 2023 10:38 AM  
**To:** DeRita Mason; Lynn Hoshihara  
**Cc:** 'Parsons, Kerry'; Jacqueline Matichuk  
**Subject:** RE: C19-2768-WS amendment 2  
**Attachments:** 2nd amendment C19-2768-WS.docx

Hello DeRita,

The attached amendment is approved by Risk Management, no insurance element.

Thank you,  
Odessa

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Tuesday, March 28, 2023 9:42 AM  
**To:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** 'Parsons, Kerry' <KParsons@ngn-tally.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>  
**Subject:** C19-2768-WS amendment 2

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

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP  
Purchasing Manager  
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:** Suzanne Ulloa  
**Sent:** Tuesday, March 28, 2023 10:30 AM  
**To:** DeRita Mason; Jane Evans  
**Subject:** TRIUMPH CONTRACT AMENDMENT: C19-2768-WS  
**Attachments:** 2nd amendment C19-2768-WS.docx; OCR Grant AGR 43 HWY 90 EAST W S EXPANS - TRIUMPH GULF COAST INC (002097) - Exp Date - 10-31-2023.pdf

DeRita,

The end date of 9-30-23 looks good here, given the grant expires 10-31-23, I approve - **however:**

- 1) The grant agreement appears to have a condition that **the granting Agency, Triumph, may need to pre-approve** this amendment. Jane copied here for verification.

If Triumph disapproves the Application for Reimbursement, Triumph shall state in the notice of disapproval the reasons for such disapproval. Reasons for disapproving an Application for Reimbursement must include one or more of the following:

(n) One or more of the Contracts have been modified, amended, or terminated without the prior consent or approval of (i) Triumph, or (ii) the State of Florida, or (iii) any executive agency thereof that is subject to budget oversight authority of the Florida Legislature that materially changes the scope of the Project.

- 2) In addition, it appears Grants may need to update the "Completion Schedule" with Triumph if we anticipate this project will not be complete on 9-30-23

The schedule of completion of the Project shall be developed by Triumph and Okaloosa County as Contracts and change orders are approved as provided herein, and executed by Okaloosa County, as such schedule shall be updated and revised from time to time by Triumph and Okaloosa County (the "**Completion Schedule**"). Okaloosa County shall take all steps reasonably necessary to maintain the Completion Schedule. Okaloosa County shall notify Triumph of any anticipated changes to the Completion Schedule and shall work with Triumph to update and revise the Completion Schedule such that it reflects the anticipated schedule of completion of the Project.

Thank you,

*Suzanne Ulloa*

Purchasing & Grants Coordinator  
Okaloosa County  
Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: (850) 689-5960  
**DIRECT EXT. 6971**

## DeRita Mason

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**From:** Jane Evans  
**Sent:** Tuesday, March 28, 2023 11:14 AM  
**To:** Suzanne Ulloa; DeRita Mason  
**Subject:** RE: TRIUMPH CONTRACT AMENDMENT: C19-2768-WS

Yes, Roy sent me the information to upload to Triumph.

**From:** Suzanne Ulloa <sulloa@myokaloosa.com>  
**Sent:** Tuesday, March 28, 2023 10:30 AM  
**To:** DeRita Mason <dmason@myokaloosa.com>; Jane Evans <jevans@myokaloosa.com>  
**Subject:** TRIUMPH CONTRACT AMENDMENT: C19-2768-WS

DeRita,

The end date of 9-30-23 looks good here, given the grant expires 10-31-23, I approve - **however:**

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Thank you,

*Suzanne Ulloa*

Purchasing & Grants Coordinator  
Okaloosa County

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Thursday, April 6, 2023 4:44 PM  
**To:** DeRita Mason  
**Subject:** Re: C19-2768-WS amendment 2  
**Attachments:** 2nd amendment C19-2768-WS 4.6.23.docx

DeRita,

With the attached change, this is approved.

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:** Tuesday, March 28, 2023 10:42 AM  
**To:** Lynn Hoshihara  
**Cc:** 'Parsons, Kerry'; Jacqueline Matichuk; Odessa Cooper-Pool  
**Subject:** C19-2768-WS amendment 2

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

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP  
Purchasing Manager  
Okaloosa County Purchasing Department  
5479A Old Bethel Road



## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** May 16, 2023  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Jeff Littrell  
**SUBJECT:** Jericho Road Water & Sewer - Poly, Inc. Contract Amendment  
**DEPARTMENT:** Water and Sewer  
**BCC DISTRICT:** 1

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**STATEMENT OF ISSUE:** Okaloosa County Water & Sewer (OCWS) requests approval of a Second Amendment to Contract C19-2768-WS with Poly, Inc. to extend time for engineering services on the Highway 90 East and Jericho Road Water & Sewer project. This amendment will be at no cost to the County.

**BACKGROUND & ANALYSIS:** Following the qualifications-based selection process (RFQ WS 68-18), the Board approved a contract with Poly, Inc. in January 2019 for engineering services on the Highway 90 East Water & Sewer Main Extensions project.

The Highway 90 East Project was partially funded via a Triumph Gulf Coast Grant Award Agreement, approved by the BCC in August 2018. The project was successfully completed in 2021. Due to good management practices and sound financial oversight, the project was completed under budget, leaving approximately \$409,000 in Triumph Grant funds unspent. Triumph agreed to a Grant Amendment, which was approved by the Triumph Board on May 25, 2022, to extend water and sewer mains approximately a half mile down Jericho Road with the remaining unspent funds.

The original Highway 90 East Project Agreement between the County and Poly was amended to include the extended water and sewer mains down Jericho Road. This project will provide water and sewer availability to the northern two County-owned parcels at the Shoal River Ranch. That scope includes flow analysis, hydraulic modeling, design, permitting, construction phase services, and grant administration assistance. The purpose of this amendment is to extend time to the contract commencing on January 1, 2023 and terminating no later than January 1, 2024. The proposed contract amendment is attached for your review and consideration.

### **Funding Source:**

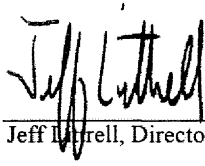
Department # 741510

Account # 563311

Amount: \$ N/A

**OPTIONS:** Approve/Deny/Postpone

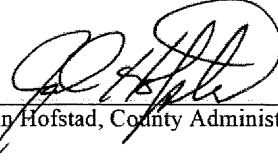
**RECOMMENDATION:** Approval of the amendment with Poly, Inc. to extend time for engineering services to extend water and sewer mains down the northern portion of Jericho Road and authorization for the Chairman to execute the contract .



Jeff Luttrell, Director Water & Sewer

5/8/2023

**RECOMMENDED BY:**



John Hofstad, County Administrator

5/11/2023

**APPROVED BY:**





Contract #: C19-2768-WS  
POLY, INC.  
ENGINEERING SERVICES FOR HWY 90E.  
WATER & SEWER EXTENSIONS  
EXPIRES: 01/01/2024

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA  
COUNTY, FLORIDA AND POLY, INC.  
CONTRACT NO. C19-2768-WS**

This Second Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Poly, Inc. (the "Contractor"), executed this 16<sup>th</sup> day of May, 2023, is made a part of the original Agreement dated January 2, 2019, Contract No. C19-2768-WS (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 1.3 of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall be retroactively dated to commence on January 1, 2023 and shall terminate no later than January 1, 2024.
3. **COMPENSATION.**  
Compensation shall remain the same as set forth in Section 7 of the original Agreement and any amendments thereto.
4. **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.

**(This part of the page is left blank intentionally)**



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

WITNESS:

POLY, INC.

Michael C. Evans  
Signature

BY: Bruce A. Bradley  
Bruce A. Bradley, President

Michael C. Evans  
Print Name

ATTEST:

OKALOOSA COUNTY, FLORIDA

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

BY: Robert A. "Trey" Goodwin, III.  
Robert A. "Trey" Goodwin, III., Chairman

