

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/08/2020

Contract/Lease Control #: C17-2489-PW

Procurement#: RFP PW 59-16

Contract/Lease Type: CONTRACT

Award To/Lessee: BAYOU CONCRETE, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2020

Expiration Date: 09/30/2021

Description of: PROVIDE CONCRETE MATERIALS

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7171

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

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/04/2021

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).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Travelers Indemnity Company	25658
	INSURER B: Navigators Insurance Company	42307
	INSURER C: Phoenix Insurance Company	25623
	INSURER D: Gemini Insurance Company	10833
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: W20049972** **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	Y	Y	VTC2K-CO-5802B77A-IND-20	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	VTC2K-CAP-5802B781-TIL-20	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	Y	Y	GA21EXCZ06RTAIC	01/31/2021	12/31/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-0L756810-20-25-D	12/31/2020	12/31/2021	<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
D	Excess Auto Liability			GVE100260701	12/31/2020	12/31/2021	\$3,000,000 xs \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella/Excess Liability insurance follows the form of the General Liability, Automobile Liability, and Employers' Liability subject to policy terms, conditions, exclusions and li

Okaloosa County BOCC is an Additional Insured as respects the G Liability and Umbrella/Excess Liability if required by written c

CONTRACT#: C17-2489-PW
BAYOU CONCRETE, LLC
PROVIDE CONCRETE MATERIALS
EXPIRES: 09/30/2021

CERTIFICATE HOLDER Okaloosa County BOCC 5479A Old Bethel Road Crestview, FL 32536	CAN 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

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Bayou Concrete, LLC P.O. Box 3868 Gulfport, MS 39505	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

A Waiver of Subrogation in favor of Okaloosa County BOCC applies to the General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation if required by written contract and as permitted by law.



CONTRACT/LEASE RENEWAL FORM

3 September, 2020
Bayou Concrete, LLC.
Attn: Bud Howell
1901 East 15th Street
Panama City, FL. 32405
RE: Contract Renewal (Final)

CONTRACT#: C17-2489-PW
BAYOUR CONCRETE, LLC
PROVIDE CONCRETE MATERIALS
EXPIRES: 09/30/2021

Dear Mr. Howell

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C17-2489-W5 for an additional term. The contract renewal period will be 10/01/2020 to 9/30/2021. The annual budgeted amount for this contract is \$75,000.00. 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
Signature: Jeff Littell

Contractor: Bayou Concrete LLC

Date: 9/3/2020

Approved By: Faye Douglas
Digitally signed by Faye Douglas
Date: 2020.09.08 10:55:07 -0500
(as prescribed below on item 1)

Approved By: Bud Howell

Date: 09.08.2020

Approved By: John Hofstad
Digitally signed by John Hofstad
Date: 2020.09.08 11:05:25 -0500
(as prescribed below on item 1)

Title: Sales Mgr

Date: _____

Date: 9/3/20

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

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/24/2020

Contract/Lease Control #: C17-2489-PW

Procurement#: RFP PW 59-16

Contract/Lease Type: CONTRACT

Award To/Lessee: BAYOU CONCRETE, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/11/2020

Expiration Date: 09/30/2020 W/1 1 YR RENEWAL

Description of PROVIDE CONCRETE MATERIALS

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: C17-2489-PLW Tracking Number: 3763-20
Procurement/Contractor/Lessee Name: Refinedmotion Grant Funded: YES ___ NO X
Purpose: assignment to Bayou Creators
Date/Term: 9-30-2020
Department #: myrtle accords
Account #: _____
Amount: by fast order
Department: PLW Dept. Monitor Name: Autzy

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
Onta Mason Date: 1-28-20
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no heard Grant Name: _____
Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 1-28-20
Risk Manager or designee Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 2-1-2020
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Department funding confirmed: _____
Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Saturday, February 1, 2020 12:03 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson
Subject: RE: Assignment C17-2489-PW Bayou Concrete

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

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, January 28, 2020 10:36 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: Assignment C17-2489-PW Bayou Concrete

Please review the attached.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

DeRita Mason

From: Karen Donaldson
Sent: Tuesday, January 28, 2020 9:54 AM
To: DeRita Mason
Subject: RE: Assignment C17-2489-PW Bayou Concrete

DeRita

This is approved by risk management for insurance purposes. Has Bayou Concrete submitted their COI?

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com

Risk Management has moved
Please note new Address



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, January 28, 2020 9:36 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: Assignment C17-2489-PW Bayou Concrete

Please review the attached.

Thank you,

DeRita Mason



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2020

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.

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PRODUCER Willis Towers Watson Southeast, Inc. fka Willis of Alabama, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B: American Guarantee and Liability Insurance</td> <td>26247</td> </tr> <tr> <td>INSURER C: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER D: National Fire & Marine Insurance Company</td> <td>20079</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Company	25658	INSURER B: American Guarantee and Liability Insurance	26247	INSURER C: Phoenix Insurance Company	25623	INSURER D: National Fire & Marine Insurance Company	20079	INSURER E:		INSURER F:
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INSURER D: National Fire & Marine Insurance Company	20079														
INSURER E:															
INSURER F:															
INSURED Bayou Concrete, LLC P.O. Box 3868 Gulfport, MS 39505															

COVERAGES **CERTIFICATE NUMBER:** W15329310 **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 WYD	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 checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	VTC2K-CO-5802B77A-IND-19	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	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	Y	Y	VTC2K-CAP-5802B781-TIL-19	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	SXS 5946029-11	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	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	UB-0L756810-19-25-D	12/31/2019	12/31/2020	<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
D	Excess Auto Liability			42-XSF-306879-02	12/31/2019	12/31/2020	\$3,000,000 xs \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Umbrella/Excess Liability Follows Form the General Liability, Automobile Liability, and Employers' Liability subject to policy terms, conditions, exclusions and limitations.

Okaloosa County is an Additional Insured as respects the General Liability including completed operations, Auto Liability and Umbrella/Excess Liability if required by written contract.

CERTIFICATE HOLDER Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	CANCELLATION 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 <i>Jane C. Morris</i>

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc. fka Willis of Alabama, Inc.		NAMED INSURED Bayou Concrete, LLC P.O. Box 3868 Gulfport, MS 39505	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

A Waiver of Subrogation in favor of Okaloosa County applies to the General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation f required by written contract and as permitted by law.

ASSIGNMENT OF CONTRACT WITH PREFERRED MATERIALS, INC.

CONTRACT # C17-2489-PW

The Contract, Contract # C17-2489-PW, by and between the Okaloosa County Board of County Commissioners through its Water & Sewer Department ("County") and Preferred Materials, Inc., ("Contractor") is hereby assigned.

WHEREAS, the County and the Contractor entered into the Contract effective November 17, 2016 ("Contract"); and

WHEREAS, Bayou Concrete, LLC acquired Preferred Materials, Inc. on December 21, 2019; and

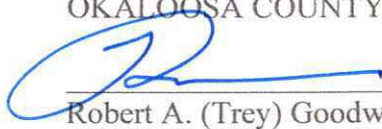
WHEREAS, the County has determined that it is necessary to amend the Contract to reflect the change in vendor name.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to assign Contract # C17-2489-PW as follows:

1. Bayou Concrete, LLC has agreed to assume Preferred Materials, Inc.'s rights, liabilities and obligations under the Contract.
2. The County consents to the assignment as set forth above.
3. Contractor information under the Contract is changed to:
Bayou Concrete, LLC
P.O. Box 3868
Gulfport, MS 39505
4. Updated price sheet for Bayou Concrete is attached hereto as Exhibit "A" and made a part of the contract.
5. All other provisions of the Contract shall remain in full force and effect. (Updated insurance provisions are attached and made a part of the contract)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the last date herein written below.

OKALOOSA COUNTY, FLORIDA



Robert A. (Trey) Goodwin, III., Chairman

Date: FEB 18 2020



BAYOU CONCRETE, LLC

BY: Andrew E. Murphy
Title: Assistant Area Manager

Date: 2/11/20

CONTRACT#: C17-2489-PW
BAYOU CONCRETE, LLC
PROVIDE CONCRETE MATERIALS
EXPIRES: 09/30/2020 W/1 1 YR RENEWAL

EXHIBIT "A"

3,000PSI Ready Mix Only	\$113.00PCY		
Fuel Surcharge	\$1.00PCY		
Environmental Fee	\$1.00PCY		
Total	\$115.00PCY		
3,500PSI Ready Mix Only	\$115.00PCY		
Fuel Surcharge	\$1.00PCY		
Environmental Fee	\$1.00PCY		
Total	\$117.00PCY		
4,000PSI Ready Mix Only	\$117.00PCY		
Fuel Surcharge	\$1.00PCY		
Environmental Fee	\$1.00PCY		
Total	\$119.00PCY		
4,500PSI Ready Mix Only	\$119.00PCY		
Fuel Surcharge	\$1.00PCY		
Environmental Fee	\$1.00PCY		
Total	\$121.00PCY		
5,000PSI Ready Mix Only	\$121.00PCY		
Fuel Surcharge	\$1.00PCY		
Environmental Fee	\$1.00PCY		
Total	\$123.00PCY		
*Additions...			
Pea Gravel Aggregate	\$8.00PCY	Deliveries Less Than 5YDS	\$225.00
Fiber Enforcement	\$8.00PCY		
Calcium Additive	\$3.75/1%		
Flowable Fill	Per Original Remarks		
Tank Grout	\$149.00		
Expansion Joint	\$0.40LFT		

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/28/2016

Contract/Lease Control #: C17-2489-PW

Bid #: RFB PW 59-16

Contract/Lease Type: CONTRACT

Award To/Lessee: PREFERRED MATERIALS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/17/2016

Expiration Date: 09/30/2019 W/2 1 YR RENEWALS

Description of Contract/Lease: PROVIDE CONCRETE MATERIALS

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: Finance Department Contracts & Grants Office

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/24/2019

Contract/Lease Control #: C17-2489-PW

Procurement#: RFB PW 59-16

Contract/Lease Type: CONTRACT

Award To/Lessee: PREFERRED MATERIALS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2019

Expiration Date: 09/30/2020 W/1 1 YR RENEWAL

Description of Contract/Lease: PROVIDE CONCRETE MATERIALS

Department: PW

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: C17-2489-PW Tracking Number: 3404-19
Procurement/Contractor/Lessee Name: Preferred Materials Grant Funded: YES ___ NO X
Purpose: Amendment to Clarify pricing & add clauses
Date/Term: 9/30/19 w/ 2 yrs renewals 1. GREATER THAN \$100,000
Amount: _____ 2. GREATER THAN \$50,000
Department: PW 3. \$50,000 OR LESS
Dept. Monitor Name: Antrey

Purchasing Review

Procurement or Contract/Lease requirements are met:
Victoria Taravella Date: 6/4/19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: N/A Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email Date: 6/4/19
_____ Date: _____
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email Date: 6/7/19: 725-19
_____ Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
_____ Date: _____
Finance Manager or designee

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, July 25, 2019 1:18 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Mark Griffin
Subject: RE: C17-2489-PW Amendment

This is approved for legal purposes. Thank you for highlighting the revisions – it was very helpful!

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: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, July 24, 2019 2:25 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Mark Griffin <mgriffin@myokaloosa.com>
Subject: C17-2489-PW Amendment

Kerry,

You previously reviewed this on June 7, 2019. I added the highlighted portion. We are switching departments for the contract and I thought we might need to make a change to the number so finance would have the correct invoice to pay.

Thank you,

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department

Victoria Taravella

From: Karen Donaldson
Sent: Tuesday, June 04, 2019 11:43 AM
To: Victoria Taravella
Subject: RE: C17-2489 -PW first amendment.docx

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



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From: Victoria Taravella <vtaravella@myokaloosa.com>
Sent: Tuesday, June 4, 2019 10:32 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>; Edith Gibson <egibson@myokaloosa.com>
Subject: C17-2489 -PW first amendment.docx

Please approve the attached contract amendment for risk purposes. If you need anything further please let me know.
Sincerely,

Victoria Taravella

Contracts & Lease Coordinator
Okaloosa County Purchasing Dept.
5479A Old Bethel Road
Crestview, FL 32536

vtaravella@myokaloosa.com
Phone: (850) 689-5960
Fax: (850) 689-5970

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Victoria Taravella

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, June 07, 2019 12:47 PM
To: Victoria Taravella
Cc: Lynn Hoshihara
Subject: RE: C17-2489 -PW first amendment.docx

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
REGISTERED ATTORNEYS

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

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From: Victoria Taravella <vtaravella@myokaloosa.com>
Sent: Tuesday, June 4, 2019 11:31 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: C17-2489 -PW first amendment.docx

Please approve the attached contract amendment for legal purposes. If you need anything further please let me know.
Sincerely,

Victoria Taravella

Contracts & Lease Coordinator
Okaloosa County Purchasing Dept.
5479A Old Bethel Road
Crestview, FL 32536

vtaravella@myokaloosa.com
Phone: (850) 689-5960
Fax: (850) 689-5970

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DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, September 24, 2019 9:21 AM
To: DeRita Mason; Lynn Hoshihara
Cc: Robert Vandebroek
Subject: RE: Message from "PURPR3"

That is fine

Kerry A. Parsons, Esq.

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

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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, September 24, 2019 10:18 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Robert Vandebroek <rvandebroek@myokaloosa.com>
Subject: RE: Message from "PURPR3"

Okay, so I need to just fix the front page and have them initial? Will that work?

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

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, September 24, 2019 8:57 AM
To: DeRita Mason <dmason@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Robert Vandebroek <rvandebroek@myokaloosa.com>
Subject: RE: Message from "PURPR3"

3 renews it for an additional year, the problem is there is a spelling error and it says it is being renewed from October 1, 2019 to September 30, 2019 - but based on the intent of the Whereas clause to renew for an additional year after it expires on September 30, 2019 - I believe you can fix the spelling error and have the parties reexecute without having to go to the BOCC again.

Kerry A. Parsons, Esq.

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070

Kparsons@ngn-tally.com

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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, September 24, 2019 9:50 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Robert Vandebroek <rvandebroek@myokaloosa.com>
Subject: FW: Message from "PURPR3"
Importance: High

Good morning,

Could you please take a look at the attached amendment? It was approved on the board last week. It appears that we stated that we were going to renew in the whereas clause but not in the bottom section. Is that a problem? If so how do we fix? Can we do a simple renewal form to fix? The reason it is a hot topic because there is unpaid invoices.

Thank you,

DeRita

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

From: svcdevice@co.okaloosa.fl.us <svcdevice@co.okaloosa.fl.us>
Sent: Tuesday, September 24, 2019 7:43 AM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: Message from "PURPR3"

This E-mail was sent from "PURPR3" (MP C4504ex).

Scan Date: 09.24.2019 08:43:09 (-0400)
Queries to: svcdevice@co.okaloosa.fl.us

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FIRST RENEWAL AND AMENDMENT CONTRACT #C17-2489-PW
Preferred Materials, Inc.

THIS FIRST RENEWAL AND AMENDMENT entered into this 17th day of September, 2019, hereby amends and renews the contract, C17-2489-PW, dated November 17, 2016, by and between Okaloosa County, Florida, (hereinafter the "County") and Preferred Materials, Inc. (hereinafter "Contractor").

WITNESSETH:

WHEREAS, on November 17, 2016, the parties entered into contract C17-2489-PW, for the contractor to provide concrete materials for the Public Works Department;

WHEREAS, the contract is set to expire on September 30, 2019. The contract allows for up to two (2) one (1) year renewals. The County and Contractor would like to extend for an additional year;

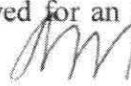
WHEREAS, the parties desire to amend the contract to clarify the pricing to reflect that all concrete prices include a \$1 environmental fee per cubic yard and a \$1 fuel fee per cubic yard. The parties wish to retroactively date the price update to start on April 2019;

WHEREAS, the parties desire to amend the contract to add new and updated general insurance requirements attached hereto as Exhibit "A";

WHEREAS, the County and Contractor desire to add the updated price schedule, Exhibit "B", and

WHEREAS, the parties desire to amend the contract to add standard contract clauses attached hereto as Exhibit "C".

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend and renew C17-2489-PW as follows:

1. C17-2489-PW is hereby amended to clarify that all concrete prices include a \$1 environmental fee per cubic yard and a \$1 fuel fee per cubic yard. The updated price will be retroactively dated back to April 2019.
2. C17-2489-PW is hereby amended to add updated general services insurance requirements attached hereto as Exhibit "A", and made a part of the Contract by reference.
3. C17-2489-PW is hereby renewed for an additional year beginning on October 1, 2019 and ending on September 30, 2020. 
4. C17-2489-PW is hereby amended to reflect the price changes listed on Exhibit "B", attached hereto and made a part of the contract.
5. C17-2489-PW is hereby amended to add "Exhibit C, Standard contract clauses".

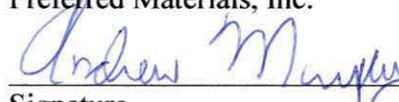
6. The contract administration and invoicing of this contract will now be the Water and Sewer Department. The contract number will be changed to C17-2489-WS. All correspondence and invoices should be routed to the Water and Sewer Department at 1804 Lewis Turner Blvd., Fort Walton Beach, FL 32548.

7. **VENDORS ON SCRUTINIZED COMPANIES LISTS:** By executing this Agreement, Preferred Materials, Inc., 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 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 this Section shall be null and void.

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

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

Andrew Murphy, Area Manager
Preferred Materials, Inc.

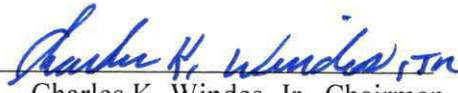


Signature

9/5/19

Date

OKALOOSA COUNTY, FLORIDA


Charles K. Windes, Jr., Chairman



SEP 17 2019

Date

Attest:


J.D. Peacock, II, Clerk and Comptroller



GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

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 (redacted if necessary) 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.

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

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.

Exhibit "B"

3,000PSI Ready Mix Only	\$113.00PCY		
Fuel Surcharge	\$1.00PCY		
Environmental Fee	\$1.00PCY		
Total	\$115.00PCY		
3,500PSI Ready Mix Only	\$115.00PCY		
Fuel Surcharge	\$1.00PCY		
Environmental Fee	\$1.00PCY		
Total	\$117.00PCY		
4,000PSI Ready Mix Only	\$117.00PCY		
Fuel Surcharge	\$1.00PCY		
Environmental Fee	\$1.00PCY		
Total	\$119.00PCY		
4,500PSI Ready Mix Only	\$119.00PCY		
Fuel Surcharge	\$1.00PCY		
Environmental Fee	\$1.00PCY		
Total	\$121.00PCY		
5,000PSI Ready Mix Only	\$121.00PCY		
Fuel Surcharge	\$1.00PCY		
Environmental Fee	\$1.00PCY		
Total	\$123.00PCY		
*Additions. . .			
Pea Gravel Aggregate	\$8.00PCY	Deliveries Less Than 5YDS	\$225.00
Fiber Enforcement	\$8.00PCY		
Calcium Additive	\$3.75/1%		
Flowable Fill	Per Original Remarks		
Tank Grout	\$149.00		
Expansion Joint	\$0.40LFT		

Exhibit "C"

Standard Contract Clauses

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.

VENDORS ON SCRUTINIZED COMPANIES LISTS.

By executing this Contract, Conecuh Bridge & Engineering, Inc., 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 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 XXVI, this Section XXVI shall be null and void

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: new contract Tracking Number: 1981-16
Contractor/Lessee Name: Referred Materials, Inc Grant Funded: YES ___ NO X
Purpose: Provide Concrete materials

Date/Term: 9-30-19 1. GREATER THAN \$50,000
Amount: _____ 2. GREATER THAN \$25,000
Department: PW 3. \$25,000 OR LESS
Dept. Monitor Name: Astrey

Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:
DeRita Mason Date: 8-26-16
Purchasing Director or designee Zan Fedorak, Charles Powell, DeRita Mason

Risk Management Review

Approved as written:
Krystal King Date: 8-29-16
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written:
see attached email Date: 8-29-16
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contract & Grant

Document has been received:

Contracts & Grants Manager Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, August 29, 2016 4:10 PM
To: DeRita Mason
Subject: RE: Contract for Concrete Materials RFB PW 59-16

This is approved for legal sufficiency.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Monday, August 29, 2016 9:18 AM
To: Parsons, Kerry
Subject: RE: Contract for Concrete Materials RFB PW 59-16

For final review.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Saturday, August 27, 2016 11:50 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Contract for Concrete Materials RFB PW 59-16

Good Afternoon DeRita:

Attached please find my revisions to this contract. In addition to my revisions in the Contract, please add in the page numbering as we discussed in the meeting the other day. Also, please make sure that this contract is identical to the other concrete materials contract I sent back earlier this week.

Have a good day!
Kerry

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Friday, August 26, 2016 12:51 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: Contract for Concrete Materials RFB PW 59-16

Kerry,

I am attaching a contract for review. We are waiting on the Lobbying form to come back from vendor but we wanted to go ahead and move forward with the review process.

Have a good weekend.

DeRita

USER NAME PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Search Results

Current Search Terms: preferred* materials* inc.*

Your search for "preferred* materials* inc.*" 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	Preferred Materials, Inc.	Status: Active
DUNS: 809022671	CAGE Code: 7EK24	<input type="button" value="View Details"/>
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 03/30/2017	Delinquent Federal Debt? No	
Purpose of Registration: All Awards		

Entity	Preferred Materials, Inc.	Status: Active
DUNS: 112758800	CAGE Code: 073Z6	<input type="button" value="View Details"/>
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 05/24/2017	Delinquent Federal Debt? No	
Purpose of Registration: All Awards		

Glossary

[Search Results](#)

[Entity](#)

[Exclusion](#)

[Search Filters](#)

[By Record Status](#)

[By Record Type](#)

SAM | System for Award Management 1.0

IBM v1.P.56.20161111-0945

WWW8

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



**CONTRACT
FOR RFB PW 59-16
PREFERRED MATERIALS, INC.
PROVIDE CONCRETE MATERIALS**

This Contract executed and entered into this 17th day of November, 2016, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address 1250 N. Eglin Parkway, Shalimar, FL 32579, and Preferred Materials, Inc., a foreign corporation certified to do business in Florida, whose address is 18080 Green Meadows Road, Ft. Myers, Florida, 33913 (hereinafter the "Contractor"), and states as follows:

WITNESSETH:

I. Incorporation of Documents

The following documents are incorporated by reference into this Contract and are attached as Exhibit "A":

1. Request for Bid & Acknowledgment/Contractor's Submittal, **RFB PW 59-16, Provide Concrete Materials**, date of opening July 27, 2016 and any addendums thereto.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. All attachments stated above and this Contract are the entire Contract Documents between the parties.

II. Scope of Services and Payment

The Scope of this Contract is for the Contractor to provide concrete materials to the County. Further detail of the scope is outlined in attached Exhibit "A". The Contractor is tasked to provide concrete materials on an as-needed basis. There are no guaranteed quantities to be purchased.

Contractor shall be paid on a unit price basis, which is to be paid only after final inspection and approval of all materials provided, in accordance with the pricing outline in its submittal, as further detailed in attached Exhibit "A" - Bid Sheet. Proposed price increases after the initial twelve (12) months must be provided to the County within ninety (90) days prior notice of such increase become effective.

III. Duration of Contract and Termination of the Contract

The Contract will be valid when fully executed by both parties. The term of this Contract shall be from full execution of the Contract by both parties through September 30, 2019 and may be renewed for up to two (2) additional twelve (12) month periods upon agreement in writing by both parties and upon advance notice of ninety (90) days.

The County may terminate the Contract with or without cause by providing thirty (30) calendar days written notice to the Contractor. If terminated, Contractor shall be owed for materials provided and accepted by the County up until the point of termination.

IV. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

Jason Autrey, Director
Public Works Department
1759 South Ferdon Blvd.
Crestview, FL 32536
Phone: 850-689-5772
jautrey@co.okaloosa.fl.us

The authorized representative(s) for Preferred Materials, Inc. shall be:

Brian Brown
Account Manager
Preferred Materials, Inc.
1901-B East 15th St
Panama City, Fl. 32405
Phone: 850-890-7181
Email: brian.brown@preferredmaterials.com

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: jallen@co.okaloosa.fl.us

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

V. Governing Law & Venue

This Contract 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.

VI. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

VII. Assignment

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

VIII. Entire Contract & Waivers

This Contract and Exhibit "A" as incorporated herein, contains 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 Contract can only be amended in writing upon 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.

IX. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract 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.

X. Independent Contractor

Contractor enters into this Contract 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, at 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 this Contract.

XI. Third Party Beneficiaries

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

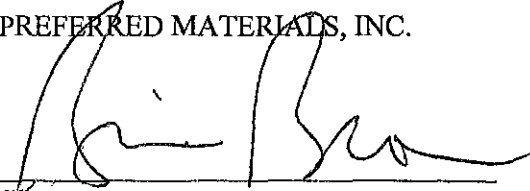
XII. Indemnification and Hold Harmless

To the fullest extent permitted by law, 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 intentional

wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

PREFERRED MATERIALS, INC.

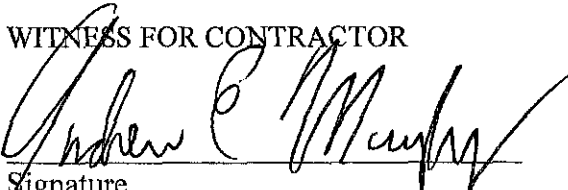


Signature

Brian Brown
Print Name

Date: 11 /3 /2016

WITNESS FOR CONTRACTOR



Signature

Andrew E. Murphy
Print Name

OKALOOSA COUNTY



Charles K. Windes, Jr., Chairman

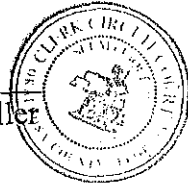


Date: 11 /17 /16

ATTEST:



J.D. Peacock, II, Clerk and Comptroller





REQUEST FOR BID (RFB) & RESPONDENT'S ACKNOWLEDGEMENT

RFB TITLE:
CONCRETE MATERIALS

RFB NUMBER:
RFB PW 59-16

LAST DAY FOR QUESTIONS: July 20, 2016 2:00 P.M. CST

RFB OPENING DATE & TIME: July 27, 2016 2:45 P.M. CST

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this RFB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court by the "RFB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536. All envelopes containing sealed bids must reference the "RFB Title", "RFB Number" and the "RFB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME Preferred Materials, Inc
MAILING ADDRESS 18080 Green Meadows Road

CITY, STATE, ZIP Ft. Myers, FL 33913
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 58-1401468
TELEPHONE NUMBER: 850.380.7815 EXT: FAX:
EMAIL: justin.jordan@preferredmaterials.com

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: *Justin Jordan* TYPED OR PRINTED NAME Justin Jordan
TITLE: Account Manager DATE 7/20/2016

NOTICE TO RESPONDENTS RFB PW 59-16

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **2:45 p.m. (CST) July 27, 2016**, for **Concrete Materials**.

Interested respondents desiring consideration shall provide an original and two (2) copies (total three (3)) of their Request for Bids (RFB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink.

Bid documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>

At **2:45 p.m. (CST) July 27, 2016**, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "**Concrete Materials**". The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening in the **Conference & Training Room #305 – (old First National Bank Bldg.)** located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted to the Clerk of Court prior to bid opening at, 302 N. Wilson St., #203, Crestview, FL 32536.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery services assume all risks of late or non-delivery.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated Agreement that is in its best interest and its decision shall be final.

Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Concrete Materials
Clerk of Circuit Court
Attn: Teresa Ward
Newman C. Brackin Bldg.
302 N. Wilson St. #203
Crestview FL 32536

Zan Fedorak
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr.
Chairman

BID REQUIREMENTS

Concrete Materials

Specifications

1. **General** - The intent of this solicitation is to provide an annual contract for the Board of County Commissioners to utilize multiple providers of ready mix concrete to be poured at sites throughout Okaloosa County, Florida. Under the conditions of this solicitation, Okaloosa County shall be the sole responsible agent for site preparation, forming, installation of reinforcement materials, installation of expansion joint materials, screed and final finish of all ready mix concrete poured under these specifications. Providers shall be responsible for delivery of the specified quantity of ready mix concrete within 48 hours per the ordering instructions.
2. **Time of Acceptance** - No bid may be withdrawn until 60 days after bid opening date. Awarding will be made at the earliest possible date.
3. Bid prices shall be firm for a minimum of 12 months. Price increases must be provided with renewal notice at least 90 days in advance or renewal.
4. Materials must meet current Florida Department of Transportation specifications for road and bridges per 2013 edition and all supplements thereto, if any.
5. Concrete to be provided under this solicitation shall comply with ASTM C 94 and conform to the requirements of FDOT Specifications, Section 346 for curbs, gutters, walks, structures and miscellaneous concrete and Section 350 for pavement.
6. Ready mix concrete delivered under these specifications shall have a compressive strength of the specified PSI (pounds per square inch) after curing for 28 days.
7. With the exception of high early concrete (calcium chloride additive), curing rate shall be dependent upon the manufactures recommendations.
8. Fiber reinforcement shall be added at a rate of 1.5 lbs. per cubic yard of concrete.
9. Mixing and delivery of product to work site shall be within:

Time

When

90 minutes	Outside air temperature below 85° (30° C)
75 minutes	Outside air temperature 85°-90° (30° C-32° C)
60 minutes	Outside air temperature greater than 90° (32° C)

Scope of Work/Specifications

10. Deliveries shall be within 48 hours of notification by the County and charged to the ordering department.
11. No slump or wastewater shall be dumped on County property before or after delivery.
12. The County shall be billed only for amount ordered by the department; excess quantities will be refused at work site.
13. Each delivery to work site shall be accompanied by a delivery ticket indicating the ordering department, delivery location and the quantity being delivered.
14. Invoices to the County shall always include the contract number and delivery ticket number(s).
15. Do you accept VISA charge cards? Yes No
16. Provider's operating plant shall be no further than 20 miles outside of Okaloosa County.
17. **Quantities:** The following quantities are estimates only based on our last 12 months of orders and is provided to assist you with your pricing. Okaloosa County doesn't guarantee an annual quantity to be ordered.

Estimated Annual Quantity

Description

600 cubic yards	3000 PSI Ready Mix Concrete
200 cubic yards	3500 PSI Ready Mix Concrete
100 cubic yards	4000 PSI Ready Mix Concrete
100 cubic yards	4500 PSI Ready Mix Concrete
100 cubic yards	5000 PSI Ready Mix Concrete
150 cubic yards	Tank Grout (Annular Rings Mix - For Filing Pipes)

18. **Payments** - The contractor shall be paid upon submission of invoices, in duplicate, to the Okaloosa County Board of Commissioners, Finance Department, 302 N. Wilson Street, Crestview, FL 32536. The prices stipulated herein for articles delivered and accepted. Invoices must show purchase order numbers.
19. **Term** - The term of this bid shall be from completion of signatures by both parties through September 30, 2019 and may be renewed for two additional 12 month periods upon agreement in writing by both parties and upon advance notice of ninety (90) days.
20. **Material Acceptance** - Delivery of material to Okaloosa Board of County Commissioners does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the material meets contract specifications and conditions as listed. Should the delivered material differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. The Purchasing Department shall be notified of the deviation in writing within 10 days and the provisions of the delivery paragraph shall prevail. If the proposed corrective action is not

acceptable to Okaloosa County, the final acceptance of the material shall remain the property of the supplier and the county shall not be liable for payment for any portion thereof.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/09/16

BONDING REQUIREMENTS

No bonding requirements.

RESPONDENT'S INSURANCE

1. The Respondent 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 licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. 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. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts 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 Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent 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.

10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Respondent 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 Respondent 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. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. 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 Respondent shall notify the County representative in writing. The Respondent 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.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent's Liability
 - 4.) Completed Operations and Products Liability

5. Respondent shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of the project.

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	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000

NOTICE OF CLAIMS OR LITIGATION

The Respondent 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 Respondent'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 Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Respondent 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 Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County 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. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.

3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. 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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

UMBRELLA INSURANCE

The Respondent 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.

GENERAL SERVICES SPECIAL BID CONDITIONS

1. PRE-BID ACTIVITY -

Addendum - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing to, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: jallen@co.okaloosa.fl.us
(850)689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFB & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: www.floridabidsystem.com. To access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

2. PREPARATION OF BID – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typed in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. State contractor license # for the State of Florida shall also be included on the bid form. Contractor shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.
4. **SUBMITTAL OF BID** - A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

5. **MODIFICATION & WITHDRAWAL OF BID** - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be

disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
7. **IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

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

8. **CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
9. **BID PRICE** – The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
11. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.
12. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
13. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons result in the disqualification of a respondent and the rejection of its bid:
 - a. Submission of more than one bid for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

- c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of bids.
- f. Default under previous contract.
- g. Listing of the respondent by the Local, State or Federal Government on its barred/suspended vendor list.

14. **AWARD OF CONTRACT -**

Okaloosa County Review - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.

The County will award the bid to the lowest, most responsive respondent, and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated Agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated Agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional bids and bids those which make it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

- 15. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
- 16. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 17. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of

the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

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

19. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, respondents are encouraged to supply with their bid any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

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

20. **LOCAL PREFERENCE** - Okaloosa County reserves the right to grant a preference to in-county respondents only when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to respondents located in such political subdivisions. The amount of preference given to local respondents will be the same as that given by the state, county, municipality or other political subdivisions in which a respondent is located. If the political subdivision in which a respondent is located offers a preference to its local firms, that respondent must plainly state the extent of such preference to include the amount and type preference offers. Any respondent failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

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

21. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
22. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
23. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Request for Bid agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This Agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

24. **NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The No Contact Clause commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

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

25. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

26. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

27. **PROTECTION OF RESIDENT WORKERS** - The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

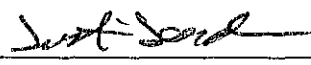
28. **SUSPENSION OR TERMINATION BY OWNER FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE: 7/20/2016 SIGNATURE: 

COMPANY: Preferred Materials, Inc. NAME: Justin Jordan
(Typed or Printed)

ADDRESS: 18080 Green Meadows Road
Ft. Myers, FL 33913 TITLE: Account Manager

E-MAIL: justin.jordan@preferredmaterials.com

PHONE NO.: 850.380.7815

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected official(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES: _____

NO: X

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO.: _____

E-MAIL: _____

DATE: _____

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 7/20/2016

SIGNATURE: *Justin Jordan*

COMPANY: Preferred Materials, Inc.

NAME: Justin Jordan

ADDRESS: 18080 Green Meadows Road
Ft. Myers, FL 33913

TITLE: Account Manager

E-MAIL: justin.jordan@preferredmaterials.com

PHONE NO.: 850.380.7815

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.


The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I  representing Preferred Materials, Inc.
Signature Company Name

On this 20 day of July 2016 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin _____ or Recycled (Check the applicable blank). If recycled, what percentage 5 %.

Product Description: Flyash is one of the of the binder constituents

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes No _____

Specify: Concrete may be crushed and used as road base

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: Tony DiPietro

E-Mail: tony.dipietro@preferredmaterials.com

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Respondent 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 intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Preferred Materials, Inc.
Respondent's Company Name


Authorized Signature -- Manual

18080 Green Meadows Road Ft Myers, FL 33913
Physical Address

Justin Jordan
Authorized Signature -- Typed

Same as above
Mailing Address

Account Manager
Title

850.380.7815
Phone Number

FAX Number

Same as above
Cellular Number

Same as above
After-Hours Number(s)

7/20/2016
Date

COMPANY DATA

Respondent's Company Name: Preferred Materials, Inc.

Physical Address & Phone #: 18080 Green Meadows Road

Ft. Myers, FL 33913

Contact Person (Typed-Printed): Justin Jordan

Phone #: 850.380.7815

Cell #: Same as above

Email: justin.jordan@preferredmaterials.com

Federal ID or SS #: 58-1401468

Respondent's License #:

Fax #:

Emergency #'s After Hours,
Weekends & Holidays: Same as above

BID SHEET

Date Submitted: 7-26-2016

BID#: RFB PW 59-16

BID TITLE: CONCRETE MATERIALS

BID PRICE

3000 psi ready Mix Concrete Only	\$ <u>110.00</u> cu yd
With pea gravel Aggregate	\$ <u>8.00</u> cu yd
With Fiber Enforcement	\$ <u>8.00</u> cu yd
With Calcium Additive	\$ <u>3.75/1%</u> cu yd/%
<hr/>	
3500 psi ready Mix Concrete Only	\$ <u>112.00</u> cu yd
With pea gravel Aggregate	\$ <u>8.00</u> cu yd
With Fiber Enforcement	\$ <u>8.00</u> cu yd
With Calcium Additive	\$ <u>3.75/1%</u> cu yd/%
<hr/>	
4000 psi ready Mix Concrete Only	\$ <u>114.00</u> cu yd
With pea gravel Aggregate	\$ <u>8.00</u> cu yd
With Fiber Enforcement	\$ <u>8.00</u> cu yd
With Calcium Additive	\$ <u>3.75/1%</u> cu yd/%
<hr/>	
4500 psi ready Mix Concrete Only	\$ <u>116.00</u> cu yd
With pea gravel Aggregate	\$ <u>8.00</u> cu yd
With Fiber Enforcement	\$ <u>8.00</u> cu yd
With Calcium Additive	\$ <u>3.75/1%</u> cu yd/%
<hr/>	
5000 psi ready Mix Concrete Only	\$ <u>118.00</u> cu yd
With pea gravel Aggregate	\$ <u>8.00</u> cu yd
With Fiber Enforcement	\$ <u>8.00</u> cu yd
With Calcium Additive	\$ <u>3.75/1%</u> cu yd/%

Flowable Fill (CLSC)

\$ See Remarks cu yd

Tank Grout

\$ 149.00 cu yd

Expansion Joint

\$ 0.40 per lin. ft.

Charge for Deliveries Less than 5 cu yd

\$ 225.00 flat rate

Remarks:

Flowable Fill :

Excavatable - \$131.00 / cu yd

NON-Excavatable - \$136.00 / cu yd

ANTI-COLLUSION STATEMENT: The below signed respondent has not divulged to, discussed or compared his bid with other respondents and has not colluded with any other respondent or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Preferred Materials, Inc.

Respondent's Company Name



Authorized Signature -- Manual

Justin Jordan

Authorized Signature -- Typed

Account Manager

Title

18080 Green Meadows Road Ft. Myers, FL 33913

Address

850.380.7815

Phone #

Fax #

58-1401468

Federal ID # or SS #

justin.jordan@preferredmaterials.com

E-mail address

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

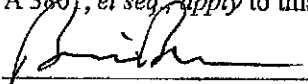
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.* apply to this certification and disclosure, if any.

 _____ Signature of Contractor's Authorized Official

Brian Brown - Account Mgr. Name and Title of Contractor's Authorized Official

11/3/16 Date