

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/01/2021

Contract/Lease Control #: C17-2588-PW

Procurement#: RFB PW 66-17

Contract/Lease Type: CONTRACT

Award To/Lessee: FORT WALTON CONCRETE INC., CESTVIEW READY MIX, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2020

Expiration Date: 09/30/2021

Description of: PROVIDE READY-MIX CONCRETE

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed: October 1, 2021

Cc: BCC RECORDS

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/08/2020

Contract/Lease Control #: C17-2588-PW

Procurement#: RFB PW 66-17

Contract/Lease Type: CONTRACT

Award To/Lessee: FORT WALTON CONCRETE, INC./CRESTVIEW READY MIX, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2020

Expiration Date: 09/30/2021

Description of: PROVIDE READY-MIX CONCRETE

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5770

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

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 3520 Thomasville Rd., Ste. 500 Tallahassee FL 32309		CONTACT NAME: Stacey Nelson CIC PHONE (A/C No. Ext): (850) 656-3747 FAX (A/C, No): (850) 656-4065 E-MAIL ADDRESS: snelson@bttally.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Old Republic Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

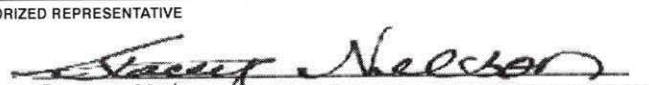
COVERAGES	CERTIFICATE NUMBER: 20-21	REVISION NUMBER:
------------------	----------------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MWZY 315391 20	03/09/2020	03/09/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB 315392 20	03/09/2020	03/09/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> 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	N/A	MWC31539020	03/09/2020	03/09/2021	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may t
 Reference #317-2588-PW

CONTRACT#: C17-2588-PW
FORT WALTON CONCRETE, INC./DBA
CRESTVIEW READY MIX, INC.
PROVIDE READY-MIX CONCRETE
EXPIRES: 09/30/2021

CERTIFICATE HOLDER	CANCELLATION
Okaloosa County Purchasing 5479-A Ole Bethel Rd Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED Campbell Sand and Gravel, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

Additional Named Insureds:
Fort Walton Concrete, Inc.
Crestview Ready Mix, Inc.
Century Materials, Inc.
Panhandle Service Center, LLC
Campbell Crushing & Materials, LLC



CONTRACT#: C17-2588-PW
 FORT WALTON CONCRETE, INC./CRESTVIEW
 READY MIX, INC.
 PROVIDE READY-MIX CONCRETE
 EXPIRES: 09/30/2021

CONTRACT/LEASE RENEWAL FORM

April 28, 2020

Fort Walton Concrete, Inc. / Crestview Ready Mix, Inc.
 Attn: Hank Campbell
 P.O. Box 655
 Ft. Walton Beach, FL 32549
 RE: Concrete Ready - Mix Materials

Dear Mr. Campbell

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C17-2588-PW _____ for an additional term. The contract renewal period will be 10/01/2020 to 09/30/2021. The annual budgeted amount for this contract is \$ _____ ~ _____. 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

Dept. Director _____
 Signature: [Signature]
 Date: 07/21/20
 Jason Autrey, P.E., C.P.M.

Approved By: _____
 (as prescribed below on item 1)
 John Hofstad, County Administrator

Date: _____

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

Date: SEP 01 2020



AUTHORIZED COMPANY REPRESENTATIVE

Contractor: FORT WALTON CONCRETE, INC.
PER REVISED BID SHEET "EXHIBIT B"
2020-10-01 through 2021-09-01

Approved By: [Signature]
 HANK CAMPBELL

Title: GENERAL MANAGER

Date: 2020-08-04

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

BID SHEET

EXHIBIT "B"

CONTRACT # C17-2588-PW Contract Extension through 2021-09-30

BID ITEM: Ready Mix Concrete

BID PRICE

2500 psi Ready Mix Concrete Only	\$ 108.00	cu. yd.
With Pea Gravel Aggregate	\$ 111.00	cu. yd.
With Fiber Enforcement	\$ 8.00 extra	cu. yd.
With Calcium Additive	\$ 4.00 extra	cu. yd. / %
3000 psi Ready Mix Concrete Only	\$ 111.00	cu. yd.
With Pea Gravel Aggregate	\$ 114.00	cu. yd.
With Fiber Enforcement	\$ 8.00 extra	cu. yd.
With Calcium Additive	\$ 4.00 extra	cu. yd. / %
3500 psi Ready Mix Concrete Only	\$ 114.00	cu. yd.
With Pea Gravel Aggregate	\$ 117.00	cu. yd.
With Fiber Enforcement	\$ 8.00 extra	cu. yd.
With Calcium Additive	\$ 4.00 extra	cu. yd. / %
4000 psi Ready Mix Concrete Only	\$ 117.00	cu. yd.
With Pea Gravel Aggregate	\$ 120.00	cu. yd.
With Fiber Enforcement	\$ 8.00 extra	cu. yd.
With Calcium Additive	\$ 4.00 extra	cu. yd. / %
4500 psi Ready Mix Concrete Only	\$ 120.00	cu. yd.
With Pea Gravel Aggregate	\$ 123.00	cu. yd.
With Fiber Enforcement	\$ 8.00 extra	cu. yd.
With Calcium Additive	\$ 4.00 extra	cu. yd. / %
5000 psi Ready Mix Concrete	\$ 123.00	cu. yd.
With Pea Gravel Aggregate	\$ 126.00	cu. yd.
With Fiber Enforcement	\$ 8.00 extra	cu. yd.
With Calcium Additive	\$ 4.00 extra	cu. yd.
Flowable Fill (CLSC)	\$ 85.00	cu. yd.
Tank Grout	\$ 85.00	cu. yd.
Expansion Joint	\$ 1.00	lin. Ft.
Charge for Deliveries Less Than 5 cu. yd.	\$ 125.00	flat rate

1. Prices are effective 2020-10-01
2. We have quoted Tank Grout as CLSC material as is commonly used in our area.
3. Generally, ready mix requirements in Crestview area and north of I-10 will be supplied by Crestview Ready Mix and requirements south of that will be supplied by Fort Walton Concrete.
4. Both companies have common ownership but are independently incorporated. Both are Florida companies and are locally FAMILY OWNED and OPERATED.
5. Together we have three production batch plants in Okaloosa County and two additional plants in Walton County.
6. Prices are firm through 2021-09-30.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/18/2017

Contract/Lease Control #: C17-2588-PW

Bid #: RFB PW 66-17

Contract/Lease Type: CONTRACT

Award To/Lessee: FORT WALTON CONCRETE, INC./ CRESTVIEW READY MIX, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/12/2017

Expiration Date: 09/30/2019

Description of Contract/Lease: PROVIDE READY-MIX CONCRETE

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-651-5770

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

Closed:

Cc: Finance Department Contracts & Grants Office



CAMPB-1

OP ID: SN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of FL, Inc. 3520 Thomasville Rd #500 Tallahassee, FL 32309 Ron Trout	850-656-3747	CONTACT NAME: Stacey Nelson PHONE (A/C, No, Ext): 850-656-3747 FAX (A/C, No): 850-656-4065 E-MAIL ADDRESS: snelson@bbtally.com														
INSURED Campbell Sand and Gravel, Inc. Fort Walton Concrete Inc. Crestview Ready Mix, Inc Century Materials, Inc Panhandle Service Center, Inc. 930 Campbell Rd Century, FL 32536		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Imperium Insurance Company</td> <td>35408</td> </tr> <tr> <td>INSURER B : Bridgefield Employers Ins Co</td> <td>10701</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D : XL Specialty Insurance Co</td> <td>37885</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Imperium Insurance Company	35408	INSURER B : Bridgefield Employers Ins Co	10701	INSURER C :		INSURER D : XL Specialty Insurance Co	37885	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : Imperium Insurance Company	35408															
INSURER B : Bridgefield Employers Ins Co	10701															
INSURER C :																
INSURER D : XL Specialty Insurance Co	37885															
INSURER E :																
INSURER F :																

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			IERD0100280801	03/09/2019	03/09/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			IERD0100280701	03/09/2019	03/09/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83054381	03/09/2019	03/09/2020	<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	Equipment Floater			UM00062285MA19A	03/09/2019	03/09/2020	Leased \$ 150,000 Deduct. 1,000

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

Reference #317-2588-PW

CONTRACT#: C17-2588-PW
FORT WALTON CONCRETE, INC./
CRESTVIEW READY MIX, INC.
PROVIDE READY-MIS CONCRETE
EXPIRES: 09/30/2020

CERTIFICATE HOLDER

OKALO09

Okaloosa County Purchasing
 5479-A Ole Bethel Rd
 Crestview, FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/17/2019

Contract/Lease Control #: C17-2588-PW

Procurement#: RFB PW 66-17

Contract/Lease Type: CONTRACT

Award To/Lessee: FORT WALTON CONCRETE, INC./CRESTVIEW READY MIX, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/12/2017

Expiration Date: 09/30/2020

Description of Contract/Lease: PROVIDE READY-MIX CONCRETE

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5770

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: C17-2588PW Tracking Number: 345619
Procurement/Contractor/Lessee Name: Fort Worth Concrete, Freshnew Ready Mix Grant Funded: YES ___ NO X
Purpose: Amendment/renewal
Date/Term: 9-30-19
Amount: per usage
Department: PW
Dept. Monitor Name: Autry

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 7-24-19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: added clauses - no federal funds Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 8-7-19
_____ Date: _____
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 7-25-19
_____ 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 1:53 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: C17-2588-PW

As revised, 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: Thursday, July 25, 2019 2:48 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: RE: C17-2588-PW

Please see updated amendment and comments from PW in the attached email.

Thank you,

DeRita

From: Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]
Sent: Thursday, July 25, 2019 1:17 PM
To: DeRita Mason <dmason@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kelly Bird <kbird@myokaloosa.com>
Subject: RE: C17-2588-PW

See attached revisions and comments.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

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

DeRita Mason

From: Karen Donaldson
Sent: Wednesday, August 07, 2019 9:41 AM
To: DeRita Mason
Subject: FW: C17-2588-PW
Attachments: C17-2588-PW amendment.docx

DeRita

This is approved by risk management for insurance purposes.

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



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: Kelly Bird <kbird@myokaloosa.com>
Sent: Wednesday, August 7, 2019 8:49 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: C17-2588-PW

Kelly Bird

Claims Examiner
Okaloosa County Board of County Commissioners
Risk Management Department
5479-B Old Bethel Road
Crestview, FL 32536
Phone: (850) 689-5978
kbird@myokaloosa.com

**AMENDMENT AND RENEWAL NO. 1
FORT WALTON CONCRETE, INC. /CRESTVIEW READY MIX, INC.
CONTRACT # C17-2588-PW**

This First Amendment and Renewal made and entered into this 15th day of October, 2019, hereby amends and renews contract C17-2588-PW, dated July 12, 2017, by and between Okaloosa County, Florida, (hereinafter the "County") and Fort Walton Concrete, Inc./Crestview Ready Mix, Inc. (hereinafter the "Consultant").

WHEREAS, on July 12, 2017 the County and Consultant entered into a contract, C17-2588-PW, which provides concrete materials (the "Contract"); and

WHEREAS, the initial term of the Contract will expire on September 30, 2019 and allows for up to two (2) one (1) year renewals. The parties wish to renew the contract for an additional year; and

WHEREAS, the parties wish to amend and renew the contract to add new and updated general services insurance requirements attached hereto as Exhibit "A".

WHEREAS, the parties agree it is necessary to amend to extend the Contract as stated below.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend and renew Contract C17-2588-PW as follows:

1. The Contract is hereby extended one (1) year to September 30, 2020. The parties wish to retroactively date the renewal to begin on October 1, 2019.
2. C17-2588-PW is hereby amended to add updated general services insurance requirements attached hereto as Exhibit "A" and incorporated herein.
3. **VENDORS ON SCRUTINIZED COMPANIES LISTS:** By executing this Agreement, Concessionaire, 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 Concessionaire is found to have submitted a false certification as to the above or if the Concessionaire is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the

CONTRACT#: C17-2588-PW
FORT WALTON CONCRETE, INC./
CRESTVIEW READY MIX, INC.
PROVIDE READY-MIX CONCRETE
EXPIRES: 09/30/2020

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 Concessionaire has submitted a false certification, the County will provide written notice to the Contractor. Unless the Concessionaire 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 Concessionaire, and the Concessionaire 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 Concessionaire. If federal law ceases to authorize the states to adopt and enforce this particular contract provision shall be null and void.

4. The delivery times are amended and Provider shall endeavor to deliver ready mix concrete within 48 hours of order depending upon prior commitments. Emergency needs will be addressed as needed.
5. The prices for materials have increased and an updated price sheet is attached hereto as Exhibit "B" and made a part of the contract. The County and Contractor agree to the price change and it will begin on October 1, 2019 and run through September 30, 2020. The contractor reserves the right to ask for an annum price increase at each renewal.
6. The vendor is now able to accept Visa payments with a 3% handling fee to the customer.
7. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

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

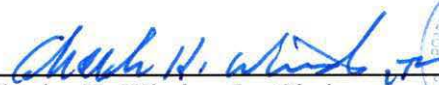
FORT WALTON CONCRETE, INC. /
CRESTVIEW READY MIX, INC.



By: Hank Campbell

Date: 10-8-19

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

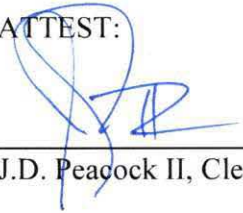


Charles K. Windes, Jr., Chairman

Date: OCT 15 2019



ATTEST:



J.D. Peacock II, Clerk



Exhibit "A"

GENERAL SERVICES INSURANCE REQUIREMENTS

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until obtaining all required insurance and the certificate of 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 and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
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. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured on the Certificate of Insurance. Workers Compensation policies must have a waiver of subrogation
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 prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
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 a 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.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

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 (One Million Dollars) 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 Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. 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
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

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

	<u>LIMIT</u>
1. Workers’ 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 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/or other persons employed or utilized by the Contractor in the performance of this contract.

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 prior written notice of cancellation; ten (10) days' prior written 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.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
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 a 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 employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.

BID SHEET

EXHIBIT "B"

BID # RFB PW 66-17 Contract Extension through 2020-09-30

BID ITEM: Ready Mix Concrete

BID PRICE

2500 psi ready Mix Concrete Only	\$ <u>106.00</u> cu yd
With pea gravel Aggregate	\$ <u>109.00</u> cu yd
With Fiber Enforcement	\$ <u>8.00 extra/</u> cu yd
With Calcium Additive	\$ <u>4.00 extra /</u> cu yd/%
3000 psi ready Mix Concrete Only	\$ <u>109.00</u> cu yd
With pea gravel Aggregate	\$ <u>112.00</u> cu yd
With Fiber Enforcement	\$ <u>8.00 extra /</u> cu yd
With Calcium Additive	\$ <u>4.00 extra /</u> cu yd/%
3500 psi ready Mix Concrete Only	\$ <u>111.00</u> cu yd
With pea gravel Aggregate	\$ <u>114.00</u> cu yd
With Fiber Enforcement	\$ <u>8.00 extra /</u> cu yd
With Calcium Additive	\$ <u>4.00 extra /</u> cu yd/%
4000 psi ready Mix Concrete Only	\$ <u>113.00</u> cu yd
With pea gravel Aggregate	\$ <u>116.00</u> cu yd
With Fiber Enforcement	\$ <u>8.00 extra /</u> cu yd
With Calcium Additive	\$ <u>4.00 extra /</u> cu yd/%
4500 psi ready Mix Concrete Only	\$ <u>115.00</u> cu yd
With pea gravel Aggregate	\$ <u>118.00</u> cu yd
With Fiber Enforcement	\$ <u>8.00 extra /</u> cu yd
With Calcium Additive	\$ <u>4.00 extra /</u> cu yd/%

5000 psi ready Mix Concrete Only	\$ <u>117.00</u> cu yd
With pea gravel Aggregate	\$ <u>120.00</u> cu yd
With Fiber Enforcement	\$ <u>8.00 extra /</u> cu yd
With Calcium Additive	\$ <u>4.00 extra /</u> cu yd/%
Flowable Fill (CLSC)	\$ <u>76.00</u> cu yd
Tank Grout	\$ <u>76.00</u> cu yd
Expansion Joint	\$ <u>1.00</u> per lin. ft.
Charge for Deliveries Less than 5 cu yd	\$ <u>100.00</u> flat rate

Remarks:

1. We have quoted Tank Groutas CLSC material. This is what is commonly used in our area.
2. Generally, ready mix requirements in Crestview area and north of I-10 will be supplied by Crestview Ready Mix and requirements south of that will be supplied by Fort Walton Concrete.
3. Both companies have a common owner but are independently incorporated. Both are Florida companies and are locally FAMILY OWNED and OPERATED.
4. Together we have three production batch plants in Okaloosa County and two additional plants in Walton County
5. Prices are firm through 2020-09-30



CAMPB-1

OP ID: SN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Brown & Brown of FL, Inc. 3520 Thomasville Rd #500 Tallahassee, FL 32309 Ron Trout	CONTACT NAME: Stacey Nelson PHONE (A/C, No., Ext): 850-656-3747 E-MAIL ADDRESS: snelson@bbtally.com	FAX (A/C, No): 850-656-4065
	INSURER(S) AFFORDING COVERAGE	
INSURED Campbell Sand and Gravel, Inc. Fort Walton Concrete, Inc Crestview Ready Mix Inc **See Notes 930 Campbell Rd Century, FL 32535	INSURER A: Imperium Insurance Company NAIC # 35408	
	INSURER B: Bridgefield Employers Ins Co 10701	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYVD	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 <input checked="" type="checkbox"/> Per Proj/Loc Aggr GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		IERD0100280800	03/09/2018	03/09/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		IERD0100280700	03/09/2018	03/09/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	83054381	03/09/2018	03/09/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, r Reference #317-2588-PW

Contract # C17-2588-PW
FORT WALTON CONCRETE, INC./
CRESTVIEW READY MIX, INC.
PROVIDE READY-MIX CONCRETE
EXPIRES: 09/30/2019

CERTIFICATE HOLDER

OKALO09

Okaloosa County Purchasing
 5479-A Ole Bethel Rd
 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

Stacey Nelson

© 1988-2014 ACORD CORPORATION. All rights reserved.

NOTICE OF AWARD

TO: Fort Walton Concrete, Inc./Crestview Ready Mix, Inc.
P.O. Box 655
Ft. Walton Beach, FL 32549

Contract # C17-2588-PW
FORT WALTON CONCRETE, INC./CRESTVIEW
READY MIX, INC.
PROVIDE READY-MIX CONCRETE
EXPIRES: 09/30/2019

PROJECT: Provide Concrete Materials

DESCRIPTION: RFB PW 66-17

The **OWNER** has considered the bid submitted by you for the above-described WORK in response to its Advertisement.

This Notice of Award is a tentative award of contract and is not final until the Okaloosa County Board of County Commissioners approve final award.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER:** Okaloosa County Purchasing, ATTN: DeRita Mason, 5479A Old Bethel Road, Crestview, FL 32536. If you have any questions, please call DeRita Mason at 850-689-5960.

Dated this 28th day of JUNE, 2017

OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS


BY:  TITLE Purchasing Director
Greg Kisela

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: Fort Walton Concrete, Inc. Zachary Sims

This the 27 day of June, 2017.

BY: 

Title: MANAGER



C162443 PW

CAMPB-1 OP ID: SN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of FL, Inc. 3520 Thomasville Rd #500 Tallahassee, FL 32309 Ron Trout	CONTACT NAME: Stacey Nelson PHONE (A/C, No, Ext): 850-656-3747 FAX (A/C, No): 850-656-4065 E-MAIL ADDRESS: snelson@bbtally.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Campbell Sand and Gravel, Inc. Fort Walton Concrete, Inc. Crestview Ready Mix, Inc. Century Materials, Inc. 930 Campbell Rd Century, FL 32535	INSURER A: Southern Owners	
	INSURER B: Bridgefield Employers Ins Co 10701	
	INSURER C: Owners Insurance 32700	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Proj/Loc Aggr GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		7867246317	03/09/2017	03/09/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		4267246300	03/09/2017	03/09/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		4267246301	03/09/2017	03/09/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	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 <input type="checkbox"/> N/A	83054381	03/09/2017	03/09/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER OKALO04 Okaloosa County 602C North Pearl St. 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>[Signature]</i>
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

RIB PW 66-17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of FL, Inc. 3520 Thomasville Rd #500 Tallahassee, FL 32309 Ron Trout	CONTACT NAME: Stacey Nelson	FAX (A/C, No): 850-656-4065	
	PHONE (A/C, No, Ext): 850-656-3747	E-MAIL ADDRESS: snelson@bttally.com	
INSURED Campbell Sand and Gravel, Inc. Fort Walton Concrete, Inc. Crestview Ready Mix, Inc. Century Materials, Inc. 930 Campbell Rd Century, FL 32535	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Southern Owners		
	INSURER B: Bridgfield Employers Ins Co		10701
	INSURER C: Owners Insurance		32700
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

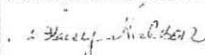
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Proj/Loc Aggr GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7867246317	03/09/2017	03/09/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4267246300	03/09/2017	03/09/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4267246301	03/09/2017	03/09/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	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	83054381	03/09/2017	03/09/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

OKALO01 Okaloosa Board of County Commissioners 602 C N. Pearl Street Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

RFB pd 6/6/17

**CONTRACT
FOR RFB PW 66-17
WITH FORT WALTON CONCRETE, INC./CRESTVIEW READY MIX, INC.
PROVIDE CONCRETE MATERIALS**

This Contract executed and entered into this 12th day of July, 2017, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address 1250 N. Eglin Parkway, Shalimar, FL 32579, and Fort Walton Concrete, Inc./Crestview Ready Mix, Inc., a Florida corporation, whose address is 930 Campbell Rd, Century, Florida, 32535 (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 and Exhibit B":

1. Sole Source Purchase Data Sheet, signed by the Director of the department and the Director of purchasing.
2. General Services Insurance Requirements for the contract is attached hereto as Exhibit "A" and make a part of the contract.
3. **Exhibit "B"-General Grant Funding Conditions**, attached hereto and made a part of the contract.
4. Exhibit "C"-Bid Sheet that referenced charges per cubic ton, attached hereto and made a part of the contract.

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 contractor will be responsible for providing Ready-Mix Concrete to the County on an as-needed basis. The contractor will be responsible for delivering the ready-mix concrete within 48 hours of ordering instructions. The following is a list of specifications that pertain to the scope of work:

1. No slump or wastewater shall be dumped on County property before or after delivery.
2. The County shall be billed only for amount ordered by the department; excess quantities will be refused at work site.
3. Each delivery to work site shall be accompanied by a delivery ticket indicating the ordering department and the quantity being delivered.

4. Invoices to the County shall always include the contract number and delivery ticket number.
5. Provider's operating plant shall be no further than **20 miles** outside of Okaloosa County.
6. **Quantities:** The following quantities are estimates only based on our last 12 months of orders and are provided to assist you with your pricing. Okaloosa County doesn't guarantee an annual quantity to be ordered.

Estimated Annual Quantity

Description

300 cubic yards	2500 PSI Ready Mix Concrete
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)

7. The contractor shall be paid upon submission of invoices, in duplicate, to the Okaloosa County Board of Commissioners, Finance Department, 101 E. James Lee Blvd, Crestview, FL 32536. The prices stipulated herein for articles delivered and accepted. Invoices must show purchase order numbers.
8. 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.

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 this Contract by both parties through September 30, 2019, and may be renewed for two (2) additional one (1) year periods upon agreement in writing and execution 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 Fort Walton Concrete, Inc. /Crestview Ready Mix, Inc. shall be:

Seth Sims
Manager
Fort Walton Concrete, Inc./Crestview Ready Mix, Inc.
P.O. Box 655
Fort Walton Beach, FL 32549
Phone: 850-243-8114
Email: mftwalcon@yahoo.com

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: dmason@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, Florida.

VI. Public Records, Records Retention and Audits

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.

Contractor shall maintain all records pertaining to this Contract for a period of three (3) years after completion of this Contract. The County shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

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.

XIII. Insurance

Contractor shall adhere to the insurance requirements as set forth in Exhibit "A", with the exception of professional liability insurance (item #4 under "Limits of Liability"), which shall not be required for this Contract.


XIV. Federal Grant Funds

For any federal grant funds utilized to pay for Contractor's services, Contractor agrees to comply with all terms for Federal-Aid Contracts, this included all Federal and State statutes, regulations and terms and conditions within the award. Said terms are included in Exhibit "B", which is incorporated hereto and made a part of the contract by reference.

(This part of the page left blank intentionally)

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

FORT WALTON CONCRETE, INC. /
CRESTVIEW READY MIX, INC.



Signature

Zachary Sims

Print Name

Date: 27 / 06 / 2017

WITNESS FOR CONTRACTOR



Signature

MICHAEL MCELLOGHLIN

Print Name

OKALOOSA COUNTY, FLORIDA




Carolyn N. Ketchel, Chairman



Date: 7 / 12 / 2017

ATTEST:



J.D. Peacock, II, Clerk



EXHIBIT "A"

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/09/16

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 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.
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 Contractor.
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 Contractor.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.

9. 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.
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 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. Such insurance shall comply with the Florida Workers' Compensation Law.
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 AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor 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 Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
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 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.

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.) Products and Completed Operations Liability
5. Contractor shall agree to keep in continuous force Commercial General Liability coverage.

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 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

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 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, 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 Contractor's full responsibility. In particular, the Contractor 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 Contractor 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 Contractor 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 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
GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Either this solicitation is fully or partially Grant funded. Respondents shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. **Copeland Anti Kick Back Act:** If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

14. **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. **Access to Records and Reports:**

Contractor will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. **Record Retention:**

Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

17. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. **Termination for Default (Breach or Cause):**

Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. **Safeguarding Personal Identifiable Information**

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.

22. **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

23. **Energy Policy and Conservation Act (43 U.S.C. §6201)**

Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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

DATE: 2017 June 27

Fort Walton Concrete, Inc.

SIGNATURE: Zac Sims

COMPANY: Crestview Ready Mix, Inc.

NAME: Zac Sims

ADDRESS: P O Box 655 (32540)

26 Industrial Street, NW

Fort Walton Beach, FL 32548

TITLE: Manager

E-MAIL: mftwalcon@yahoo.com

PHONE NO.: 850.243.8114

EXHIBIT "C"

BID SHEET

BID # RFB PW 66-17

BID ITEM: Ready Mix Concrete

BID PRICE

2500 psi ready Mix Concrete Only	\$ <u>98.00</u> cu yd
With pea gravel Aggregate	\$ <u>101.00</u> cu yd
With Fiber Enforcement	\$ <u>8.00 extra /</u> cu yd
With Calcium Additive	\$ <u>4.00 extra /</u> cu yd/%
3000 psi ready Mix Concrete Only	\$ <u>101.00</u> cu yd
With pea gravel Aggregate	\$ <u>104.00</u> cu yd
With Fiber Enforcement	\$ <u>8.00 extra /</u> cu yd
With Calcium Additive	\$ <u>4.00 extra /</u> cu yd/%
3500 psi ready Mix Concrete Only	\$ <u>103.00</u> cu yd
With pea gravel Aggregate	\$ <u>106.00</u> cu yd
With Fiber Enforcement	\$ <u>8.00 extra /</u> cu yd
With Calcium Additive	\$ <u>4.00 extra /</u> cu yd/%
4000 psi ready Mix Concrete Only	\$ <u>105.00</u> cu yd
With pea gravel Aggregate	\$ <u>108.00</u> cu yd
With Fiber Enforcement	\$ <u>8.00 extra /</u> cu yd
With Calcium Additive	\$ <u>4.00 extra /</u> cu yd/%
4500 psi ready Mix Concrete Only	\$ <u>107.00</u> cu yd
With pea gravel Aggregate	\$ <u>110.00</u> cu yd
With Fiber Enforcement	\$ <u>8.00 extra /</u> cu yd
With Calcium Additive	\$ <u>4.00 extra /</u> cu yd/%

5000 psi ready Mix Concrete Only	\$ <u>109.00</u> cu yd
With pea gravel Aggregate	\$ <u>112.00</u> cu yd
With Fiber Enforcement	\$ <u>8.00 extra /</u> cu yd
With Calcium Additive	\$ <u>4.00 extra /</u> cu yd/%
Flowable Fill (CLSC)	\$ <u>76.00</u> cu yd
Tank Grout	\$ <u>76.00</u> cu yd
Expansion Joint	\$ <u>1.00</u> per lin. ft.
Charge for Deliveries Less than 5 cu yd	\$ <u>100.00</u> flat rate

Remarks:



CA #20

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: July 11, 2017
TO: Honorable Chairman and Members of the Board
FROM: Greg Kisela
SUBJECT: Ft. Walton Concrete
DEPARTMENT: Purchasing
BCC DISTRICT: ALL

STATEMENT OF ISSUE: Request approval of the contract with Fort Walton Concrete, Inc. /Crestview Ready Mix, Inc. to provide concrete materials to the County on an as-needed basis.

BACKGROUND & ANALYSIS: In order to bring the County's concrete materials contract into compliance with the Federal 2CFR requirements, we went out for bids on two (2) separate occasions: May 17, 2017 and June 7, 2017. On the May 17, 2017 opening, we received one bid from Fort Walton Concrete, Inc. /Crestview Ready Mix, Inc. However, we failed to include 2500 psi concrete in that solicitation. On the second opening, we didn't receive any bids. We then reached out to the Fort Walton Concrete, Inc. /Crestview Ready Mix, to see if they would be willing to enter into a contract with the County for the requested material. Fort Walton Concrete, Inc. /Crestview Ready Mix, agreed and we are now ready to enter into the contract with them. Pursuant to the Federal procurement guidelines for 2 CFR, we will be using a Sole Source for this contract, which has been approved by the Purchasing Department. The contractor will be supplying the County with concrete on an as-needed basis. The contract is now complete and is ready for the Chairman's signature. Staff requests approval of the contracts with Fort Walton Concrete, Inc. /Crestview Ready Mix and requests authorization for the Chairman to sign the documents.

In addition to this proposed contract, the County has a concrete materials contract with Preferred Materials, Inc. This contract was not procured pursuant to the Federal 2CFR requirements, which means if we use them after the grace period for concrete materials on Federally funded projects we may not receive reimbursement. While the rates for this contract are slightly higher than the ones proposed for Fort Walton Concrete, Inc., it does provide Public Works with flexibility and redundancy if the need arises.

OPTIONS: Approve/Deny

RECOMMENDATION: Approval of the contract with Fort Walton Concrete, Inc. /Crestview Ready Mix, Inc.

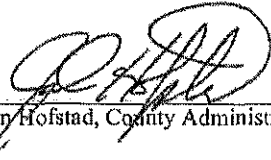
RECOMMENDED BY:



Greg Kisela, Purchasing Director 6/29/2017

SCANNED





John Hofstad, County Administrator

7/5/2017

APPROVED BY:

John Hofstad, County Administrator

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: TBD Tracking Number: 2549-17

Contractor/Lessee Name: Ft. Walton Concrete, Inc / Crestview Ready mix, inc Grant Funded: YES NO

Purpose: provide ready-mix concrete

Date/Term: 3 yrs w/ 2 1/2 yr renewal 1. GREATER THAN \$50,000

Amount: based on unit price 2. GREATER THAN \$25,000

Department: PW 3. \$25,000 OR LESS

Dept. Monitor Name: Autay

Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:

DeRita Mason Date: 6-8-17

Purchasing Director or designee Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

Risk Management Review

Approved as written:

Krystal King Date: 6-12-17

Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached

Date: 6-15-17

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

_____ Date: _____

Contracts & Grants Manager

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, June 14, 2017 6:24 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Sole Source Sheet

Hey DeRita:

This is approved for legal purposes.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Wednesday, June 14, 2017 10:22 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: FW: Sole Source Sheet

Here is the contract we discussed this morning.

From: DeRita Mason
Sent: Friday, June 09, 2017 1:24 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; Renee (Gayla) Biby <rbiby@co.okaloosa.fl.us>
Subject: RE: Sole Source Sheet

Attached is the contract, draft and RFB that we sent out.

Thanks,

DeRita

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Friday, June 09, 2017 12:37 PM
To: DeRita Mason <dmason@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; Renee (Gayla) Biby <rbiby@co.okaloosa.fl.us>
Subject: RE: Sole Source Sheet

Fill in all the parentheticals and then you will be good to go.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Friday, June 09, 2017 12:38 PM
To: Renee (Gayla) Biby; Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: Sole Source Sheet

Here is the updated sole source form. Thanks for all the help.

From: Renee (Gayla) Biby
Sent: Friday, June 09, 2017 11:17 AM

Username <input type="text"/>	Password <input type="password"/>	Log In
Forgot Username?	Forgot Password?	Create an Account

Search Results

Current Search Terms: crestview* ready* mix*

Your search for "crestview* ready* mix*" 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.

Glossary

Entity	FORT WALTON CONCRETE CO		Status: Active <input type="checkbox"/>
DUNS: 087507778	CAGE Code: 0DSC9	<input type="button" value="View Details"/>	
Has Active Exclusion?: No	DoDAAC:		
Expiration Date: 10/21/2017	Debt Subject to Offset?: No		
Purpose of Registration: All Awards			
Address: 26 INDUSTRIAL ST NW			
City: FORT WALTON BEACH		State/Province: FL	
ZIP Code: 32548-4814		Country: UNITED STATES	

- [Search](#)
- [Results](#)
- [Entity](#)
- [Exclusion](#)
- [Search](#)
- [Filters](#)
- [By Record Status](#)
- [By Record Type](#)



- | | | |
|--------------------------------|--------------------------------|-----------------------------|
| Search Records | Disclaimers | FAPIS.gov |
| Data Access | Accessibility | GSA.gov/IAE |
| Check Status | Privacy Policy | GSA.gov |
| About | | USA.gov |
| Help | | |

IBM v1.P.2.20170623-1606
WWW7

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Username Password

[Forgot Username?](#) [Forgot Password?](#) [Log In](#) [Create an Account](#)

Search Results

Current Search Terms: fort* walton* concrete*

Your search for "fort* walton* concrete*" 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.

Glossary

Entity	FORT WALTON CONCRETE CO		Status: Active <input type="checkbox"/>
DUNS: 087507778	CAGE Code: 0DSC9	<input type="button" value="View Details"/>	
Has Active Exclusion?: No	DoDAAC:		
Expiration Date: 10/21/2017	Debt Subject to Offset? No		
Purpose of Registration: All Awards			
Address: 26 INDUSTRIAL ST NW			
City: FORT WALTON BEACH	State/Province: FL		
ZIP Code: 32548-4814	Country: UNITED STATES		

- [Search](#)
- [Results](#)
- [Entity](#)
- [Exclusion](#)
- [Search](#)
- [Filters](#)
- [By Record Status](#)
- [By Record Type](#)



- [Search Records](#)
- [Data Access](#)
- [Check Status](#)
- [About](#)
- [Help](#)
- [Disclaimers](#)
- [Accessibility](#)
- [Privacy Policy](#)
- [FAPIS.gov](#)
- [GSA.gov/IAE](#)
- [GSA.gov](#)
- [USA.gov](#)

IBM v1.P.2.20170623-1606

WWW7

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

SOLE SOURCE PURCHASE DATA SHEET

Date: 6/29/17 PR No.: Requestor: Jason Autrey
Phone No.: 850-689-5770

Department/Division: Public Works

Item Description: Ready-Mix Concrete

Requesting Department's Suggested Vendor: Fort Walton Concrete, Inc., /Crestview Ready Mix, Inc.

Vendor's Address: P.O. Box 655, Fort Walton Beach, FL 32549

Vendor's Telephone No.: 850-243-8114 Point of Contact: Zachary T. Sims

Sole Source Justification: After solicitation of a number of sources, competition has been determined to be inadequate. More specifically the solicitation was advertised on two separate occasions (May 17, 2007 and June 7, 2017). On the first occasion there was one bid received from (Fort Walton Concrete, Inc. /Crestview Ready Mix, Inc.) Due to the addition of 2500 psi concrete the solicitation was issued again. At the second opening, no responses were submitted. A cost analysis has been conducted and it has been determined that the prices received from (Fort Walton Concrete, Inc. /Crestview Ready Mix, Inc.) are fair and reasonable."

Requesting Department Director Signature [Signature] Date: 6/29/17

REVIEW BY PURCHASING DEPARTMENT
VERIFY IF OTHER SOURCES OF SUPPLY MEETS THIS NEED

Vendor #1 Contact: Phone No.:
Vendor #2 Contact: Phone No.:
Vendor #3 Contact: Phone No.:

Buyer Comments:

Signature of Buyer Who Reviewed Date

Purchasing Services Coordinator Comments:

Purchasing Services Coordinator Signature Date

PURCHASING MANUAL - SOLE SOURCE DETERMINATION

Comments: Approve: Disapprove:

Amount of Purchase: TRD Date: 6/29/17
Purchasing Director Signature Date