

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06-08-2017

Contract/Lease Control #: C17-2574-PW

Bid #: RFB PW 55-16

Contract/Lease Type: CONTRACT

Award To/Lessee: BEARD EQUIPMENT COMPANY

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/17/2017

Expiration Date: 01/16/2021

Description of Contract/Lease: MOTOR GRADERS LEASE

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2021

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

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

PRODUCER Sentry Insurance 1800 North Point Drive Stevens Point, WI 54481	CONTACT NAME: Sentry Customer Service PHONE /A/C. No. Ext: 800-473-6879 FAX /A/C. No.: 800-514-7191 EMAIL ADDRESS: businessproducts_direct@sentry.com
	INSURER(S) AFFORDING COVERAGE
INSURER A: Sentry Select Insurance Company	NAIC # 21180
INSURED Beard Equipment Company Inc Et AL 3195 W Nine Mile Rd Pensacola, FL 32534-9442	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

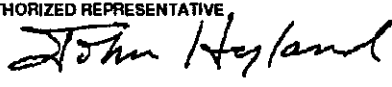
COVERAGES **CERTIFICATE NUMBER:** 1203727 **REVISION NUMBER:**

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 INSR	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			4984948004	06/11/2021	06/11/2022	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - COMP/OP AGG \$ 1,500,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	4984948005	06/11/2021	06/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			4984948006	06/11/2021	06/11/2022	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 60,000,000 PRODUCTS - COMP/OP AGG \$ 60,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CONTRACT#: C17-2574-PW
BEARD EQUIPMENT COMPANY
MOTOR GRADERS LEASE
EXPIRES: 01/16/2021

CERTIFICATE HOLDER Okaloosa County Purchasing Department 5479A Old Bethel Rd Crestview, FL 32536-5512	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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Beard Equipment Company Inc Et AL</p> <p>Endorsement Effective Date: 06/11/2021</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): Okaloosa County Purchasing Department</p>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Beard Equipment Company Inc Et AL

Endorsement Effective Date: 06/11/2021

SCHEDULE

Name Of Person(s) Or Organization(s):
Okaloosa County Purchasing Department

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/10/2020

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PRODUCER J Kevin Campbell Agency P O Box 9435 Panama City Beach FL 32417	CONTACT NAME: Kevin Campbell
	PHONE (A/C, No, Ext): (800) 508-9126 FAX (A/C, No): (877) 234-6089 E-MAIL ADDRESS: kcampbell@workcompspecialists.com
INSURED Beard Equipment Company, Inc. 2480 E I-65 Service Road N Mobile AL 36617	INSURER(S) AFFORDING COVERAGE
	INSURER A: Retail First Insurance Company NAIC # 10700
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: CL2081011721 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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0520-42786	09/01/2020	09/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Blanket waiver of subrogation applies in favor of certificate holder for workers comp only. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN (10 day for nonpayment of premium) NOTICE TO THE CERTIFICATE HOLDER NAMED, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. Policy covers FL

MEGETVEN

CONTRACT#: C17-2574-PW
BEARD EQUIPMENT COMPANY
MOTOR GRADERS LEASE
EXPIRES: 01/16/2021

CERTIFICATE HOLDER	CANCELL
Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview FL 32536	SHOULD THE EXPI. ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



JOHN DEERE FINANCIAL

Master Lease Agreement

Agreement No. 0065804

Lessee:	OKALOOSA COUNTY BOCC 302 N WILSON ST STE 203, , CRESTVIEW, FL 32536-3473
Lessor:	DEERE CREDIT, INC. 6400 NW 86 TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600
This Master Lease Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified below ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.	

TERMS AND CONDITIONS

- Lease Term; Payments.** You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. If a payment is returned to us by the bank for any reason, you agree to pay us a fee of \$25.00, or the maximum amount permitted by law, whichever is less. Lease Payments and other payments may be applied, at our discretion, to any obligation you may have to us or any of our affiliates. If the total of all payments made during the Lease Term (and any Renewal Term), exceeds the total of all amounts due under the Lease by less than \$25.00, we may retain such excess.
- Security Deposit.** If the Schedule provides for a Security Deposit, the Security Deposit will be held by us in a non-interest bearing account, commingled with other funds. We may apply the Security Deposit to any amounts due under the Lease and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within thirty days of termination of a Schedule and final inspection by us, provided you are not in default.
- Taxes.** Although you may be exempt from the payment of Certain Taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax return and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.
- Security Interest; Missing Information.** We are the owner of the Equipment and you have the right to use the Equipment under the terms of the Lease. If a Schedule is deemed to be a secured transaction and not a lease, you (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on the Lease, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds. Notwithstanding any other election you make, you agree that (1) we can access any information regarding the location, maintenance, operation and condition of the Equipment; (2) you irrevocably authorize anyone in possession of that information to provide all of that information to us upon our request; (3) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (4) we may reactivate any such device.
- Equipment Maintenance, Operation and Use.** You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (f) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (g) keep any metering device installed on the Equipment connected and in good working condition at all times; (h) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (i) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.
- Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

- Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates. "Termination Value" for any Item shall be the net book value calculated as the sum of (1) all Lease Payments and any other amounts then due and payable to us; plus (2) the present value of all remaining Lease Payments and other amounts, discounted at the Internal Rate of Return or, if a discount rate is set forth in the applicable Schedule, such discount rate (the "Discount Rate"); plus (3) the cost to repair and refurbish the Item so that it is in satisfactory condition in accordance with Section 9; plus (4) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating Lease Payments), discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the Equipment Cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables.

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

8. **Early Payoff/Purchase.** In the event you desire to purchase an item of Equipment, are not in default, and request a termination of a Schedule before the expiration of its Lease Term, you agree to pay us the Termination Value for each item of Equipment. Upon receipt of the Termination Value, we will transfer to you all of our right, title and interest in such item of Equipment.

9. **Return of Equipment.** If a Schedule is terminated for any reason and you do not (a) return the Equipment to us, (b) exercise any Purchase Option, or (c) exercise any Renewal Option, you agree to remit to us, until such time as the Equipment is returned to us in accordance with the provisions of this Section, lease payments each month equal to the higher of (i) the monthly fair market rental value of the Equipment, as determined by us in our sole discretion, or (ii) the monthly Lease Payment set forth in the Schedule (or the monthly lease payment equivalent if the Lease Payments are other than monthly (e.g., for annual Lease Payments, the monthly lease payment equivalent would be calculated by dividing the annual Lease Payment by 12)). All Equipment must be returned to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Equipment Return Provisions incorporated into the Lease.

10. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and fail to cure such breach within 10 days; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (e) a default occurs under any other agreement between you (or any of your affiliates) and us (or any of our affiliates); (f) you or any guarantor is acquired by, merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies; or (g) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

11. **Remedies.** If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 9, or take possession of the Equipment; (b) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY (i) if the Equipment is returned and the Lease is deemed to be a lease and not a secured transaction in our sole discretion, the sum of (1) all Lease Payments and any other amounts then due and payable to us; (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate; (3) the cost to repair and refurbish the item of Equipment so that it is in satisfactory condition in accordance with Section 9 and (4) unamortized amount of our initial direct costs of originating and administering the applicable Schedule (ii) if the Equipment is returned to us and the Lease is deemed to be a secured transaction and not a lease in our sole discretion, the difference between (1) the Termination Value as of the date of such default; and (2) the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) or (iii) if the Equipment is not returned to us, the Termination Value as of the date of such default; (c) declare any other agreements between you and us (or any of our affiliates) in default; (d) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us (or any of our affiliates); (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

12. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. The Lease shall be binding upon any successor or permitted assignee. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

13. **Indemnity.** You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. You agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

14. **Representations and Warranties.** You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includable in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

15. **Governing Law; Jurisdiction; Venue.** EACH LEASE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF IOWA, WHERE THIS MASTER AGREEMENT IS ACCEPTED AND ENTERED INTO, except for its conflict of laws provisions. You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Des Moines, Iowa and will not claim it is an inconvenient forum for legal action. YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.

16. **Miscellaneous.** WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 11(d), no part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute

one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us.

Agreement No. 0065804

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

17. Non-Appropriation of Funds. You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 9 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 17 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

If you terminate the Lease because of a non-appropriation of funds, the provisions of Section 8 shall not apply.

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORT IN THIS MASTER AGREEMENT. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSEE OKALOOSA COUNTY BOCC
302 N WILSON ST STE 203
CRESTVIEW, FL 32536-3473



By: Carolyn N Ketchel
CHAIRMAN

Date: 1 June 2017

LESSOR DEERE CREDIT, INC.
6400 NW 86th ST, PO BOX 6600
JOHNSTON, IA 50131-6600

By:

Date:



JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.	030-0065804-000
Master Lease Agreement No.	0065804

Lessee: (Name & Address)	OKALOOSA COUNTY BOCC 302 N WILSON ST STE 203, , CRESTVIEW, FL 32536-3473
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
05/12/2017	05/12/2021	48	\$7,795.48	\$0.00	\$7,795.48	\$624,708.00

*If part of the regular scheduled lease payment

RENEWAL TERM

Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price

PAYMENT TERMS

PAYMENT DUE AT SIGNING

Due Date	1 st Payment Due Date	Discount Rate	Advance Lease Payment**	\$7,795.48
12	05/12/2017	Internal Rate of Return minus 2 percent (2%)	Origination Fee	\$0.00
Billing Period	Irregular Payments		Security Deposit	\$0.00
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Irregular			Total Due At Signing	\$7,795.48
				**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each hour in excess of the Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

Renewal Term. If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 - 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

Lease Schedule – Equipment List

Supplier <small>(Name & Address)</small>	BEARD EQUIPMENT COMPANY 3195 WEST NINE MILE ROAD, PENSACOLA, FL 325349444
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EQUIPMENT INFORMATION									
Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Hour Limit	Excess Hour Charge	Payment	Purchase Option
2017	JD	670GXBZ	670G MOTOR GRADER	1DW670GXKHF680457	3	1500/YR	\$65.00/HR	\$1,948.87	\$156,177.00
2017	JD	670GXBZ	670G MOTOR GRADER	1DW670GXJHF680489	3	1500/YR	\$65.00/HR	\$1,948.87	\$156,177.00
2017	JD	670GXBZ	670G MOTOR GRADER	1DW670GXHHF680564	3	1500/YR	\$65.00/HR	\$1,948.87	\$156,177.00
2017	JD	670GXBZ	670G MOTOR GRADER	1DW670GXTHF680455	3	1500/YR	\$65.00/HR	\$1,948.87	\$156,177.00

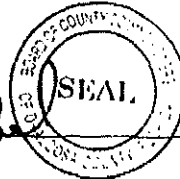
Equipment Location	302 N WILSON ST STE 203, CRESTVIEW, FL, 32536-3473	OUTSIDE city limits: <input checked="" type="checkbox"/>	OKALOOSA COUNTY
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BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE **OKALOOSA COUNTY BOCC**
302 N WILSON ST STE 203
CRESTVIEW, FL 32536-3473

By: *Carolyn N Ketchel*
CAROLYN N KETCHEL, CHAIRMAN

Date: *1 June 2017*



LESSOR **DEERE CREDIT, INC.**
6400 NW 86th ST, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Date: _____



JOHN DEERE
FINANCIAL

Equipment Return Provisions

Lease Schedule No.	030-0065804-000
Master Lease Agreement No.	0065804

Lessee: (Name & Address)	OKALOOSA COUNTY BOCC 302 N WILSON ST STE 203, , CRESTVIEW, FL 32536-3473
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and OKALOOSA COUNTY BOCC, as Lessee ("you" or "your"). Pursuant to Section 9 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. Mechanical.

- A. Computer systems or safety and emission control equipment not in proper working order.
- B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
- C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
- D. Any air filters not within manufacturer's specifications.
- E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
- F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
- G. Any lubricant, water or A/C seal leaks.

2. Exterior.

- A. Dents larger than 2 inches in diameter.
- B. Excessive number of dents or scratches.
- C. Any scratch 8" or longer that reaches the metal skin.
- D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
- E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of \$200.
- F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
- G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than \$50 in amount.
- H. All frame damage and substandard frame repairs.
- I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

3. Cab/Operator Platform.

- A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
- B. Unclean condition of operator environment.
- C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

4. General.

- A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
- B. Any other damage that in the aggregate costs \$250 or more to repair or that makes the Equipment unlawful or unsafe to operate.

5. Other.

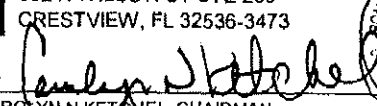
- A. All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
- B. The Equipment must be cleaned prior to its return.

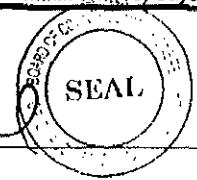
6. Hour Meter.

For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to \$1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.

7. Invoices for Excess Wear And Tear.

Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

LESSEE	OKALOOSA COUNTY BOCC 302 N WILSON ST STE 203 CRESTVIEW, FL 32536-3473
By:	 CAROLYN N KETCHUM, CHAIRMAN
Date:	1 June 2017



LESSOR	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By:	_____
Date:	_____



JOHN DEERE
FINANCIAL

Delivery and Acknowledgment

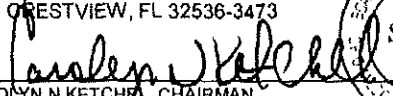

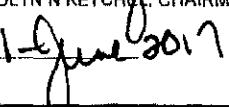
Lease Schedule No.	030-0065804-000
Master Lease Agreement No.	0065804

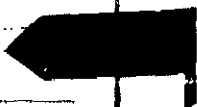
Lessee: (Name & Address)	OKALOOSA COUNTY BOCC 302 N WILSON ST STE 203, CRESTVIEW, FL 32536-3473
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Signed by Lessee's duly authorized representative on the date shown below.

LESSEE	OKALOOSA COUNTY BOCC 302 N WILSON ST STE 203 CRESTVIEW, FL 32536-3473
By: 	
Date: 	

LESSOR	DEERE CREDIT, INC. 6400 N.W.86 th STREET, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____	
Date: _____	



JOHN DEERE
FINANCIAL

Property Tax Acknowledgment

Lease Schedule No.	030-0065804-000
Master Lease Agreement No.	0065804

Lessee: (Name & Address) **OKALOOSA COUNTY BOCC**
302 N WILSON ST STE 203, CRESTVIEW, FL 32536-3473

Lessor: **DEERE CREDIT, INC.**
6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

As Lessor and Owner of the equipment, Deere Credit, Inc. is responsible for filing and paying property tax to the appropriate taxing authority. Lessee should not report this equipment on their property tax return.

Lessor will bill Lessee for property taxes upon receipt of an assessment from the taxing authority. Lessee will reimburse Lessor for property taxes upon receipt of an invoice from John Deere Financial. Please refer to section 3 of the Master Lease Agreement for further information.

The equipment listed on the attached Master Lease Schedule - Equipment List will be reported to the following taxing jurisdiction(s).

302 N WILSON ST STE 203 Check here if OUTSIDE city limits
Street Address

CRESTVIEW FL 32536-3473 OKALOOSA
City State Zip County

PLEASE VALIDATE THE ABOVE INFORMATION & MAKE APPLICABLE CHANGES BELOW:

Street Address Check here if OUTSIDE city limits

City State Zip County

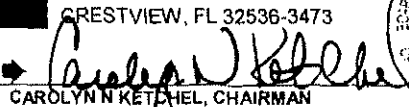
Check here if Sales/Use Tax Exempt Check here if Property Tax Exempt

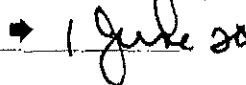
Equipment Usage:


Percentage of Time:

The undersigned (the "Lessee") acknowledges that they have verified the equipment location listed above; understands that the Lessor will file and pay property taxes and that the Lessee is required to reimburse Lessor upon receipt of an invoice for property taxes. Failure to reimburse Lessor for property taxes shall constitute an Event of Default as described in Section 10 of the Lease.

LESSEE **OKALOOSA COUNTY BOCC**
302 N WILSON ST STE 203
CRESTVIEW, FL 32536-3473

By: 
CAROLYN N KETCHEL, CHAIRMAN

Date:  1 June 2017





JOHN DEERE
FINANCIAL

Physical Damage/Liability Insurance

Lease Schedule No.	030-0065804-000
Master Lease Agreement No.	0065804

Lessee: (Name & Address)	OKALOOSA COUNTY BOCC 302 N WILSON ST STE 203, , CRESTVIEW, FL 32536-3473
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

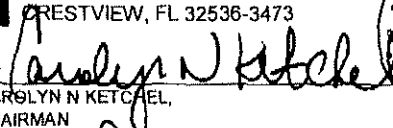
Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE	OKALOOSA COUNTY BOCC 302 N WILSON ST STE 203 CRESTVIEW, FL 32536-3473
By:	 CAROLYN N KETCHEL, CHAIRMAN
Date:	1 June 2017



Office Use Only

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:



**JOHN DEERE
FINANCIAL**

Advance Lease Payment Invoice

Due Date:	05/12/2017
Total Due:	\$7,795.48

Billing Address:	Updated Billing Information:
OKALOOSA COUNTY BOCC 302 N WILSON ST STE 203 CRESTVIEW, FL 32536-3473	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Master Lease Agreement Number		0065804						
App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Origination Fee	Advance Lease Payment
159427	JD	670GX BZ	1DW670GXKHF6 80457	05/12/2017	\$7,795.48	\$0.00	\$0.00	\$7,795.48

Correspondence Only:	Remit Checks Payable To:
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (800) 771-0681 – select "lease" prompt" Fax: (800) 254-0020 Lease issues only	Deere Credit, Inc. Attn: Acct. Dept. – ALP Processing PO Box 6600 Johnston, IA 50131-6600

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every Dishonored Check will result in a fee of \$20.00 or an amount not to exceed the highest amount permitted by law.

John Deere Financial Direct Pay-Recurring Enrollment

For Credit Card accounts and Installment Loans

Fax 800-826-9527

Or Mail: John Deere Financial, Attn: Payment Specialist, PO Box 5327, Madison, WI 53705

Lease

Fax to 800-254-0020

Or Mail: John Deere Financial, Attn: Lease Dept, PO Box 6600, Johnston, IA 50131-6600

Eligibility

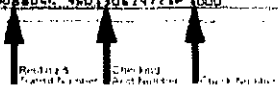
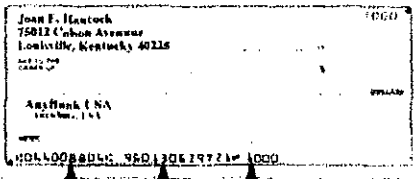
Your account with John Deere Financial must be current in order to enroll for the Direct-Pay Recurring payment option. Your account with your financial institution must allow automatic withdrawals.

How to Enroll

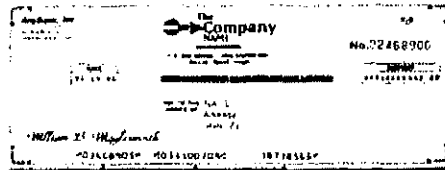
Complete and sign the authorization form below. Please be sure to provide all information requested.

Bank & account information, whether it is a saving or checking account. For the typical checking accounts, the account information is located similar to the sample business or personal checks below:

Sample Personal Check



Sample Business Check



JOHN DEERE FINANCIAL DIRECT PAY-RECURRING AUTHORIZATION FORM

My signature below authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to the checking/savings account below for the regularly scheduled payments or other amounts that I may owe the Company. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it.

If your account is closed due to an Add-On transaction, consolidation or corrected loan agreement and you have Direct Pay-Recurring, your enrollment and banking information will be transferred to your new account.

Bank Name _____

John Deere Financial Account Number _____

Bank City & State _____

Name on John Deere Financial Account _____

Name on Bank Account _____

Social Security Number/Federal Tax ID _____

9 digit Bank Routing and Transit # _____

Type of Account: Checking Savings

Bank Account Number _____

I request Direct Pay Recurring to begin with my payment due ____/____/____

I understand any payment due prior to the month I requested above, must be made in order to be eligible for Direct Pay Recurring.

Bank Account Owner Signature _____ Date _____

Bank Account Owner Phone Number _____

**Federal/State Agency
and Indian Tribe
Claim for Exemption of
State and Local Sales/Use Tax**

Purchaser

Name: OKALOOSA COUNTY BOCC

Address: 302 N WILSON ST STE 203, CRESTVIEW, FL 32536

ID Number (If Applicable):

Seller

Name: Deere Credit Inc.

Address: 6400 NW 86th St. Johnston, IA 50131

Exemption Number (if applicable): 85-8013105818C-2

Reason for Exemption: COUNTY GOVERNMENT

Description of Item Being Purchased:

2017	JD	670GXBZ	670G MOTOR GRADER	1DW670GXKHF680457
2017	JD	670GXBZ	670G MOTOR GRADER	1DW670GXJHF680489
2017	JD	670GXBZ	670G MOTOR GRADER	1DW670GXHHF680564
2017	JD	670GXBZ	670G MOTOR GRADER	1DW670GXTHF680455

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: Carolyn N. Ketchel

Title: Carolyn N. Ketchel, Chairman

Date: 1 June 2017

Telephone Number: _____





JOHN DEERE FINANCIAL

AMENDMENT TO MASTER LEASE AGREEMENT

This Amendment to Master Lease Agreement (this "Amendment") amends and supplements that certain Master Lease Agreement No. 0065804 dated as of the 12th day of May, 2017 (the "Lease") by and between **Deere Credit, Inc.** ("Lessor", "we", "us" or "our") and **Okaloosa County, Florida** ("Lessee", "you" or "your").

RECITALS

WHEREAS, Lessee and Lessor desire to amend the terms and conditions of the Lease to further clarify certain provisions set forth therein;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

1. Capitalized terms not defined in this Amendment shall have the meaning given to them in the Lease.

2. The first sentence of Section 6 of the Lease is hereby deleted in its entirety and replaced with the following:

"You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence."

3. Section 13 of the Lease is hereby deleted in its entirety and replaced with the following:

"13. **Indemnity.** To the extent permitted under applicable law, you are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. To the extent permitted under applicable law, you agree to defend and indemnify us, and hold us harmless, against all Claims. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term."

4. Section 15 of the Lease is hereby deleted in its entirety and replaced with the following:

"15. **Governing Law; Jurisdiction; Venue.** EACH LEASE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF FLORIDA, WHERE THIS MASTER AGREEMENT IS ACCEPTED AND ENTERED INTO, except for its conflict of laws provisions. You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Okaloosa County, Florida and will not claim it is an inconvenient forum for legal action. **YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.**

5. The fourth sentence of Section 17 of the Lease is hereby deleted in its entirety.

6. Except as expressly amended by this Amendment, the terms and conditions of the Lease shall remain in full force and effect. This Amendment constitutes the complete understanding of the parties hereto and supersedes all prior understandings of the parties relating to the matters discussed herein. This Amendment may only be amended or modified by the terms of a written instrument signed by all parties hereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of this 12th day of May, 2017.

DEERE CREDIT, INC.

OKALOOSA COUNTY, FLORIDA

By: _____

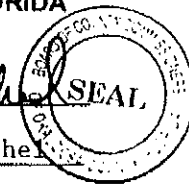
By: Carolyn N. Ketchel

Name: _____

Name: Carolyn N. Ketchel

Title: _____

Title: Chairman





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2019

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	CONTACT NAME: Sentry Customer Service	FAX (A/C. No.): 800-514-7191
	PHONE (A/C. No, Ext): 800-473-6879	
	EMAIL ADDRESS: businessproducts_direct@sentry.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentry Select Insurance Company	21180
INSURED Beard Equipment Company Inc Et AL 3195 W Nine Mile Rd Pensacola, FL 32534-9442	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

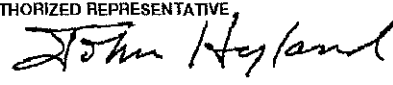
COVERAGES CERTIFICATE NUMBER: 1179846 REVISION NUMBER:

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 INSR	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	4984948004	06/11/2019	06/11/2020	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - COMP/OP AGG \$ 1,500,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	4984948005	06/11/2019	06/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			4984948006	06/11/2019	06/11/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 60,000,000 PRODUCTS - COMP/OP AGG \$ 60,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

C17-2574-PN

CERTIFICATE HOLDER Okaloosa County 5479A Old Bethel Rd Crestview, FL 32536-5512	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 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Okaloosa County	All Locations Description: Okaloosa County
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Okaloosa County

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Beard Equipment Company Inc Et AL</p> <p>Endorsement Effective Date: 06/11/2019</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s):</p> <p>Okaloosa County</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Beard Equipment Company Inc Et AL</p> <p>Endorsement Effective Date: 06/11/2019</p>

SCHEDULE

<p>Name of Person(s) or Organization(s): Okaloosa County</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2020

C17-2574-PW

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 Sentry Insurance 1800 North Point Drive Stevens Point, WI 54481	CONTACT NAME: Sentry Customer Service PHONE (A/C, No, Ext): 800-473-6879 EMAIL ADDRESS: businessproducts_direct@sentry.com	FAX (A/C, No): 800-514-7191
	INSURER(S) AFFORDING COVERAGE	
INSURED Beard Equipment Company Inc Et AL 3195 W Nine Mile Rd Pensacola, FL 32534-9442	INSURER A: Sentry Select Insurance Company	NAIC # 21180
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

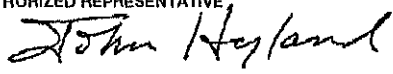
COVERAGES CERTIFICATE NUMBER: 1203727 REVISION NUMBER:

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 INSR	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			4984948004	06/11/2020	06/11/2021	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - COMP/OP AGG \$ 1,500,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	4984948005	06/11/2020	06/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			4984948006	06/11/2020	06/11/2021	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 60,000,000 PRODUCTS - COMP/OP AGG \$ 60,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CONTRACT#: C17-2574-PW
 BEARD EQUIPMENT COMPANY
 MOTOR GRADER LEASE
 EXPIRES: 01/16/2021

CERTIFICATE HOLDER Okaloosa County Purchasing Department 5479A Old Bethel Rd Crestview, FL 32536-5512	CANCELLED 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 
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Beard Equipment Company Inc Et AL

Endorsement Effective Date: 06/11/2020

SCHEDULE

Name Of Person(s) Or Organization(s):
Okaloosa County

Okaloosa County BOCC

MAY 14 2020

Received by
Risk Management

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Okaloosa County	All Locations Description: Okaloosa County Okaloosa County BOCC MAY 14 2020 Received by Risk Management
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Okaloosa County

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Okaloosa County BOCC

MAY 14 2020

Received by
Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Beard Equipment Company Inc Et AL

Endorsement Effective Date: 06/11/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Okaloosa County

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Okaloosa County BOCC

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

MAY 14 2020

Received by
Risk Management

POLICY NUMBER: 4984948005

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Beard Equipment Company Inc Et AL

Endorsement Effective Date: 06/11/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Okaloosa County Purchasing Department

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Okaloosa County BOCC

MAY 14 2020

Received by
Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Beard Equipment Company Inc Et AL

Endorsement Effective Date: 06/11/2020

SCHEDULE

Name Of Person(s) Or Organization(s):
Okaloosa County Purchasing Department

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

Okaloosa County BOCC

MAY 14 2020

Received by
Risk Management



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2018

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

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

PRODUCER J Kevin Campbell Agency P O Box 9435 Panama City Beach INSURED Beard Equipment Company, Inc. 2480 E I-65 Service Road N Mobile AL 36617	<div style="border: 2px solid black; padding: 5px; text-align: center;"> RECEIVED AUG 23 2018 BY: <i>P. R. C. H.</i> </div>	CONTACT NAME: House PHONE (A/C, No, Ext): (800) 508-9126 FAX (A/C, No): (877) 234-6089 E-MAIL ADDRESS: acyrus@workcompspecialists.com	INSURER(S) AFFORDING COVERAGE INSURER A: Retail First Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10700
		FL 32417		

COVERAGES CERTIFICATE NUMBER: CL1882010565 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 VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0520-42786	09/01/2018	09/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input checked="" 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)

Blanket waiver of subrogation applies in favor of certificate holder for workers comp only. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN (10 day for nonpayment of premium) NOTICE TO THE CERTIFICATE HOLDER NAMED, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. Policy covers FL

CIS-2574-PW

CERTIFICATE HOLDER

Okaloosa County Purchasing Department
5479A Old Bethel Road

Crestview FL 32536

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
J. Kevin Campbell



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2019

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 J Kevin Campbell Agency P O Box 9435 Panama City Beach FL 32417	CONTACT NAME: House PHONE (A/C, No, Ext): (800) 508-9126 FAX (A/C, No): (877) 234-6089 E-MAIL ADDRESS: acyrus@workcompspecialists.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Retail First Insurance Company</td> <td>10700</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Retail First Insurance Company	10700	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	Retail First Insurance Company	10700																			
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Beard Equipment Company, Inc. 2480 E I-65 Service Road N Mobile AL 36617																					

COVERAGES **CERTIFICATE NUMBER:** CL1981411227 **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	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	0520-42786	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input checked="" 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)

Blanket waiver of subrogation applies in favor of certificate holder for workers comp only. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN (10 day for nonpayment of premium) NOTICE TO THE CERTIFICATE HOLDER NAMED, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. Policy covers FL.

CONTRACT #: C17-2574-PW
BEARD EQUIPMENT COMPANY
MOTOR GRADERS LEASE
EXPIRES: 01/16/2021

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

DATE (MM/DD/YYYY)
05/29/2018

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

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PRODUCER Randall Robbins	RECEIVED JUN 06 2018 BY: <i>Purch</i>	CONTACT NAME: Sentry Customer Service	FAX (A/C, No): 800-514-7191
		PHONE (A/C, No, Ext): 800-473-6879	
		EMAIL ADDRESS: businessproducts_direct@sentry.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Sentry Select Insurance Company	21180
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Beard Equipment Company Inc Et AL
3195 W Nine Mile Rd
Pensacola, FL 32534-9442

COVERAGES

CERTIFICATE NUMBER: 1179846

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 INSR	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	4984948004	06/11/2018	06/11/2019	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - COMP/OP AGG \$ 1,500,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	4984948005	06/11/2018	06/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			4984948006	06/11/2018	06/11/2019	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 60,000,000 PRODUCTS - COMP/OP AGG \$ 60,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

C17-2574-PW

CERTIFICATE HOLDER

Okaloosa County
5479a Old Bethel Road
Crestview, FL 32536

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John Heyland



AGENCY CUSTOMER ID: XXXXX8195

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 2 of 2

AGENCY Randall Robbins		NAMED INSURED Beard Equipment Company Inc Et AL	
POLICY NUMBER 4984948004			
CARRIER Sentry Select Insurance Company	NAIC CODE 21180	EFFECTIVE DATE: 08/11/2018	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

OKALOOSA COUNTY DEPARTMENT, ALL ENTITIES AND THEIR RESPECTIVE OFFICIALS EMPLOYEES & VOLUNTEERS ADDITIONAL INSURED; COVERAGE IS PRIMARY & NON- CONTRIBUTORY; UMBRELLA FOLLOWS FORM OVER THE EXCESS LIABILITY POLICIES LISTED ABOVE

Business Auto

OKALOOSA COUNTY DEPARTMENT, ALL ENTITIES AND THEIR RESPECTIVE OFFICIALS EMPLOYEES & VOLUNTEERS ADDITIONAL INSURED; COVERAGE IS PRIMARY & NON- CONTRIBUTORY; UMBRELLA FOLLOWS FORM OVER THE EXCESS LIABILITY POLICIES LISTED ABOVE

Policy provides \$10,000 in Florida Personal Injury Protection Coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Okaloosa County	All Locations Description: Okaloosa County
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Okaloosa County

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Sentry Insurance Company		NAMED INSURED BEARD EQUIPMENT COMPANY INC ET AL	
POLICY NUMBER 49-84948-01		EFFECTIVE DATE: 08/11/2017	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Description of Operations / Locations / Vehicles

OKALOOSA COUNTY DEPARTMENT, ALL ENTITIES AND THEIR RESPECTIVE OFFICIALS
EMPLOYEES & VOLUNTEERS ADDITIONAL INSURED; COVERAGE IS PRIMARY & NON-
CONTRIBUTORY; WAIVER OF SUBROGATION APPLIES; UMBRELLA FOLLOWS FORM OVER
THE EXCESS LIABILITY POLICIES LISTED ABOVE

SENTRY SELECT INSURANCE COMPANY THE SENTRY PLAN
STEVENS POINT, WISCONSIN POLICY
(A PARTICIPATING STOCK COMPANY)
A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

GENERAL LIABILITY DECLARATIONS

POLICY NUMBER 49-84948-01

NAME INSURED: BEARD EQUIPMENT COMPANY INC
ET AL

ADDITIONAL INSURED
SCHEDULE

The following information is required to complete the accompanying
additional insured endorsement which forms a part of the Named Insured's
COMMERCIAL GENERAL LIABILITY COVERAGE PART.

<u>ADDITIONAL INSURED</u>	<u>ENDORSEMENT</u>	<u>EFFECTIVE</u>
OKALOOSA COUNTY 5479A OLD BETHEL ROAD CRESTVIEW, FL 32536 (CERTIFICATE NUMBER 0380)	CG 20 10 04 13	FROM JUNE 11, 2017 TO JUNE 11, 2018

LOCATION(S) OF COVERED OPERATIONS

ALL LOCATIONS

FOR ENDORSEMENT TEXT,
SEE OVER.

CG 89 01 11 85 (MECH)

BEA 49-84948-01 40 171
04-04-2018
(000 0380)

COMMERCIAL GENERAL LIABILITY

NAMED INSURED
BEARD EQUIPMENT COMPANY INC
ET AL

ENDORSEMENT EFFECTIVE
06-11-17

POLICY NUMBER
49-84948-01

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: OKALOOSA COUNTY
5479A OLD BETHEL ROAD
CRESTVIEW, FL 32536

The following is added to Paragraph 8. TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US of SECTION IV - CONDITIONS:

We waive any right of recovery we may have against the person or organization shown in the schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: 49-84948-01 50 171

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF
RECOVERY AGAINST OTHERS TO US
(WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

-----+-----
NAMED INSURED: BEARD EQUIPMENT COMPANY INC
ENDORSEMENT EFFECTIVE DATE: 06-11-17
-----+-----

SCHEDULE

-----+-----
NAME(S) OF PERSON(S) OR ORGANIZATIONS(S):
OKALOOSA COUNTY
5479A OLD BETHEL ROAD
CRESTVIEW, FL 32536
-----+-----

-----+-----
Information required to complete this Schedule, if not shown above,
will be shown in the Declarations.
-----+-----

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition does not apply to the person(s) or organizations(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
6/27/2017

C17-2574-PW

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Public Risk Insurance Agency P. O. Box 2416 Daytona Beach FL 32115	CONTACT NAME: Brittany O'Brien PHONE (A/C, No, Ext): (386)252-6176 E-MAIL ADDRESS: PRODUCER CUSTOMER ID: 00001966	FAX (A/C, No): (386)239-4049
	INSURER(S) AFFORDING COVERAGE	
INSURED Okaloosa County BOCC, DBA: Okaloosa County Board of County Commissioners 5479 B Old Bethel Road Crestview FL 32536	INSURER A: AmRisc	
	INSURER B: Federal Insurance Company	
	INSURER C: Lloyds of London	
	INSURER D:	
	INSURER E:	

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

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS		
A	<input checked="" type="checkbox"/> PROPERTY	AMR-36901-03 (See attached)	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> BUILDING	\$ 100,000,000		
	CAUSES OF LOSS				DEDUCTIBLES	<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$ Included	
	<input type="checkbox"/> BASIC				BUILDING	<input checked="" type="checkbox"/> BUSINESS INCOME	\$ 2,000,000	
	<input type="checkbox"/> BROAD				CONTENTS	<input checked="" type="checkbox"/> EXTRA EXPENSE	\$ Included	
	<input checked="" type="checkbox"/> SPECIAL						RENTAL VALUE	\$
	<input checked="" type="checkbox"/> EARTHQUAKE						BLANKET BUILDING	\$
	<input checked="" type="checkbox"/> WIND						BLANKET PERS PROP	\$
<input checked="" type="checkbox"/> FLOOD			BLANKET BLDG & PP	\$				
				<input checked="" type="checkbox"/> Flood	\$ 25,000,000			
				<input checked="" type="checkbox"/> Earthquake	\$ 25,000,000			
	<input checked="" type="checkbox"/> INLAND MARINE	TYPE OF POLICY	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> Inland Marine	\$ 9,311,956		
	CAUSES OF LOSS	POLICY NUMBER				\$		
	<input type="checkbox"/> NAMED PERILS	AMR-36901-03				\$		
	<input type="checkbox"/> CRIME				\$			
	TYPE OF POLICY				\$			
B	<input checked="" type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN	7643-61-47	4/1/2017	4/1/2018		\$ 100,000,000		
C	Terrorism - Certified Acts	UTS				\$ 5,000,000		

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is r
Certificate issued as proof of coverage.

Contract # C17-2574-PW
BEARD EQUIPMENT COMPANY
MOTOR GRADERS LEASE
EXPIRES: 01/16/2021

CERTIFICATE HOLDER **CANCELLATION**

(850) 835-3339 Beard Equipment Company (850) 835-3337 33 Industrial Ct Freeport, FL 32439	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 Paul Dawson/CCARTE
---	---

COMMENTS/REMARKS

Deductible: All Other Perils \$50,000 except as per below

Flood \$50,000 except as per below

Earth Movement \$50,000

NS Wind/Hail 3% Per Occurrence, Per Location, subject to a \$100,000 Minimum Per Occurrence and \$5,000,000 Maximum Per Occurrence

AO Wind/Hail \$50,000

Flood: Maximum NFIP, whether purchased or not, for locations in Zones B, X500 or X-shaded; plus \$100,000 Per Occurrence

Certain Underwriters at Lloyds

Policy # - AMR-36901-03

Indian Harbor Insurance Company

Policy # - AMP7524561-03

QBE Specialty Insurance Company

Policy # - MSP-12290-06

Steadfast Insurance Company

Policy # - CPP9653576-06

General Security Indemnity Company of AZ

Policy # - 10T029659-04613-17-02

United Specialty Insurance Company

Policy # - USI-15316-02

Lexington Insurance Company

Policy # - LEX-084299311-02

Princeton E&S Lines Insurance Company

Policy # - 7DA3CM0004438-02

International Insurance Company of Hannover

Policy # - HAN-14579-02

CERTIFICATE OF COVERAGE

ISSUED ON: 6/27/2017

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PX FL1 0461046 16-07

COVERAGE PERIOD: 10/1/2016 TO 10/1/2017 12:01 AM

COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage 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 coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder
 Beard Equipment Company
 33 Industrial Ct
 Freeport FL 32439
 Phone: (850) 835-3337
 Fax: (850) 835-3339

Designated Member
 Okaloosa County BOCC
 5479 B Old Bethel Road
 Crestview, FL 32526

LIABILITY COVERAGE

- X Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
 - Limit \$1,000,000 \$100,000 SIR
 - Public Officials Liability
 - Limit
 - Employment Practices Liability
 - Limit
- X Employee Benefits Liability
 - Limit \$1,000,000 \$100,000 SIR
- X Law Enforcement Liability
 - Limit \$1,000,000 \$100,000 SIR

WORKERS' COMPENSATION COVERAGE

- X Self Insured Workers' Compensation
 - \$500,000 Self Insured Retention
- X Statutory Workers' Compensation

- X Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate Disease

PROPERTY COVERAGE

- Buildings & Personal Property
 - Limit
 - Note: See coverage agreement for details on wind, flood, and other deductibles.*
- Rented, Borrowed and Leased Equipment
 - Limit
- Total All other Inland Marine
 - Limit

CRIME COVERAGE

- Employee Dishonesty

- Forgery or Alteration

- Theft Disappearance & Destruction

- Computer Fraud

AUTOMOBILE COVERAGE

- Automobile Liability
 - Limit \$1,000,000 \$50,000 SIR
 - X All Owned
 - Specifically Described Autos
 - X Hired Autos
 - X Non-Owned Autos

- Automobile Physical Damage
 - X Comprehensive See Schedule for Deductible
 - X Collision See Schedule for Deductible
 - X Hired Auto with limit of \$35,000

- Garage Keepers
 - Liability Limit
 - Liability Deductible
 - Comprehensive Deductible
 - Collision Deductible

NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

Description of Operations/ Locations/ Vehicles/Special items:

Certificate issued as proof of coverage.

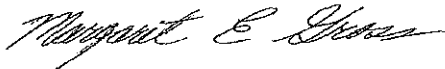
This section completed by member's agent, who bears complete responsibility and liability for its accuracy.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator
 Public Risk Underwriters@
 P.O. Box 958455
 Lake Mary, FL 32795-8455

CANCELLATIONS
 SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

Producer
 Public Risk Insurance Agency
 P. O. Box 2416
 Daytona Beach, FL 32115



AUTHORIZED REPRESENTATIVE



June 27, 2017

Beard Equipment Company
33 Industrial Ct
Freeport FL 32439
Phone: (850) 835-3337
Fax:(850) 835-3339

Re: Coverage Agreement - PX FL1 0461046 16-07
Okaloosa County BOCC
Effective Date: 10/01/2016 to 10/01/2017

To Whom It May Concern:

Preferred Governmental Insurance Trust is unable to name non-governmental entities as an additional covered party due to Florida Statute 768.28.

Non-governmental entities do not enjoy sovereign immunity protection under Florida law. Coverage through the Preferred Governmental Insurance Trust is predicated upon the concept of sovereign immunity among all its members. Accordingly, entities which are not eligible for sovereign immunity protection under F.S. 768.28 may not be an additional covered party under the Preferred coverage agreement.

We appreciate your understanding.

Margaret E. Gross, CPCU
Director of Underwriting

If Additional Covered Party status was not requested on the attached certificate, the provisions in this letter do not apply.

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

Search Results

Current Search Terms: beard* equipment* company*

Your search for "beard* equipment* company*" returned the following results...

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

Entity	BEARD EQUIPMENT COMPANY	Status: Active
DUNS: 049148083	CAGE Code: 1PZR9	<input type="button" value="View Details"/>
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 05/10/2018	Delinquent Federal Debt? No	
Purpose of Registration: All Awards		

Glossary

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



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

IBM v1.P.64.20170330-1550
WWW5

CAT#18

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: RFP 55-16 PW Tracking Number: 2176-17
 Contractor/Lessee Name: Beard Equipment Grant Funded: YES ___ NO ___
 Purpose: Motor Graders

 Date/Term: _____ 1. GREATER THAN \$50,000
 Amount: 2 yrs 2. GREATER THAN \$25,000
 Department: PW 3. \$25,000 OR LESS
 Dept. Monitor Name: Autry
 Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:
DeRita Mason Date: 12-22-18
 Purchasing Director or designee Zan Fedorak, Charles Powell, DeRita Mason

Risk Management Review

Approved as written: see email attached
 _____ Date: 12-22-18
 Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written:
[Signature] Date: 1.12.18
 County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contract & Grant

Document has been received:
 _____ Date: _____
 Contracts & Grants Manager

DeRita Mason

From: Krystal King
Sent: Thursday, December 22, 2016 2:22 PM
To: Zan Fedorak; 'Parsons, Kerry'
Cc: DeRita Mason; Greg Kisela; Hoshihara, Lynn
Subject: RE: Beard Equipment Contract for RFB PW 55-16 (Four new graders)

Risk Management approved.

Krystal King
Okaloosa County
Risk Management
(850)689-5977
Fax (850)689-5973

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 email communication including your email address, may be subject to public disclosure.

From: Zan Fedorak
Sent: Thursday, December 22, 2016 1:39 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Krystal King <kking@co.okaloosa.fl.us>
Cc: DeRita Mason <dmason@co.okaloosa.fl.us>; Greg Kisela <gkisela@co.okaloosa.fl.us>; Hoshihara, Lynn <lhoshihara@ngn-tally.com>
Subject: Beard Equipment Contract for RFB PW 55-16 (Four new graders)

Good Afternoon,

Please see the attached contract for review. This contract memorializes the relationship with Beard Equipment and John Deere Financing for the four (4) new road graders. (Current lease with Kansas State Bank (L14-0403-PW) which will expire on 1/15/17). This contract will accompany the John Deere Financing Lease Agreement which is currently in review.

<http://www.co.okaloosa.fl.us/sites/default/files/contracts/contract/L14-0403-PW.pdf>

Thanks,
Zan

**CONTRACT
For RFB PW 55-16
Equipment Lease for Four (4) Used (2013 or Newer) Motor Graders
Beard Equipment Company**

This Contract executed and entered into this 17th day of January, 2017, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, FL 32579, and Beard Equipment Company, whose principal address is 3195 West Nine Mile Road, Pensacola, FL 32534, (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;

1. Exhibit "A": request for Bids & Acknowledgment/Contractor's Submittal, **RFB PW 55-16, Equipment Lease for four (4) Used (2013 or Newer) Motor Graders**, date of opening August 15, 2016 and any addendums thereto.
2. Exhibit "B": Lease documents from John Deere Financial.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

II. Scope of Work

Beard Equipment Company, Inc. will supply four (4) new John Deere 670G Motor Graders in accordance with the specifications as defined in RFB PW 55-16. The graders will be lease/purchased by the County through John Deere Financial whose address is 12 Thompson Park, Hattiesburg MS 39401 (hereinafter the "Lessor").

III. Method of Payment

The Contractor will be paid by John Deere Financial for the delivery of service units provided in accordance with the terms and conditions of this contract and the Contractor's submittal, attached as Exhibit "B". The payment term will be in accordance with the John Deere Financial lease agreement. The final payment at the end of the term will be \$150,100 per unit. The Contractor will offer a guaranteed buyback in the amount equal to the final payment of \$150,100 per unit in accordance with the conditions established in Exhibit "B".

IV. Payment Requirement

The County shall make payments on a monthly basis in accordance with the John Deere Financial lease document.

V. Duration of Contract and Termination of the Contract

The Contract will be valid when fully executed by both parties. The initial term of the contract shall commence upon approval of the contract by the County and shall continue for a period of forty-eight (48) months.

The County may terminate the Contract in accordance with John Deere Financial lease document. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

VI. 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
Public Works Director
1759 South Ferdon Boulevard
Crestview, Florida, 32536
850-689-5772
Email: jautrey@co.okaloosa.fl.us

The authorized representative(s) for Beard Equipment Company shall be:

Gary Lowry
Sales Representative
Beard Equipment Company
3195 West Nine Mile Road
Pensacola, Florida 32534
Phone: 850-476-0277
Email: jbuford@beardequipment.com

Courtesy copy to:

DeRita Mason
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.

VII. 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.

VIII. Public Records

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

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

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

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

IX. Audit

The County and/or its designee 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.

X. 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.

XI. Entire Contract & Waivers

This Contract and Exhibits "A" & "B" are 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. Indemnification and Hold Harmless

To the extent provided by law, the parties agree to hold harmless, indemnify and defend each other and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, for any expense, damage or liability incurred by the party, whether for personal injury or property damage arising directly on account of or in connection with the operation, storage, maintenance or repair of or to any and all products provided to the County by Contractor under this Agreement. This clause shall not waive any immunities of the County as provided for under the law, including those provided for in section 768.28, Florida Statutes.

Should any event arise in which it is impossible or impracticable to determine which party caused damage or liability to any party which ultimately resulted in law suit against the parties to this Contract, then each party will bear the cost of their own expenses, demands, judgments, cost of suits, attorneys' fees, etc.

XVI. Representation of Authority to Contract/Signatory

The individual signing this Contract on behalf of the Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The Contractor represents and warrants to the County that the execution and delivery of the Contract and the performance of Contractor's obligations hereunder have been duly authorized and that the Contract is a valid and legal Contract binding on the Contractor and enforceable in accordance with its terms.

(This area left intentionally blank.)

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

BEARD EQUIPMENT COMPANY, INC.



Signature

President

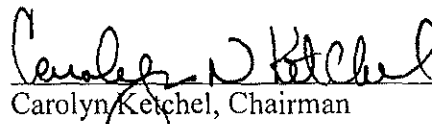
Print Title

Drew Delaney

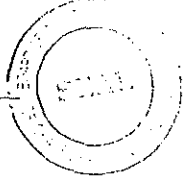
Print Name

Date: 1 / 11 / 2017

OKALOOSA COUNTY, FLORIDA

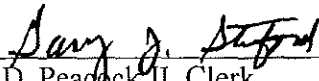


Carolyn Ketchel, Chairman

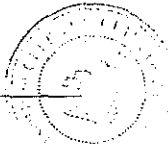


Date: 1 / 12 / 2017

ATTEST:



J.D. Peacock II, Clerk





REQUEST FOR BID (RFB) & RESPONDENT'S ACKNOWLEDGEMENT

RFB TITLE:
EQUIPMENT LEASE
FOR 8 NEW (2016) OR USED (2013 OR NEWER) MOTOR
GRADERS

RFB NUMBER:
RFB FLT 55-16

LAST DAY FOR QUESTIONS: August 22, 2016 at 2:30 p.m. CST

RFB BID DUE DATE & TIME: August 31, 2016 at 2:30 p.m. CST

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

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

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

COMPANY NAME BEAD EQUIPMENT COMPANY
MAILING ADDRESS 3195 WEST NINE MILE ROAD

CITY, STATE, ZIP PENSACOLA FL 32534

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59289195

TELEPHONE NUMBER: 850-476-0277 EXT: FAX: 850-476-7356

EMAIL:

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

AUTHORIZED SIGNATURE: [Signature] TYPED OR PRINTED NAME JAV BUREAU

TITLE: SALES REPRESENTATIVE DATE 8/31/16

Exhibit A

BID SHEET

BID #: RFB FLT 55-16

BID ITEM: EQUIPMENT LEASE OF 8 NEW (2016) OR USED (2013 OR NEWER) MOTOR GRADERS

Please complete all columns that your company can bid. Okaloosa County reserves the right to select the pricing/proposal that best meets its needs.

Okaloosa County anticipates receipt of four (4) machines by September 30, 2016 and the remaining four (4) by January 15, 2017 all units shall have the same terms and conditions.

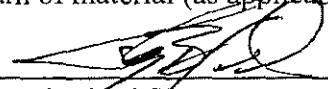
Please include a sample lease agreement with your bid. Do not include maintenance in your pricing.

	Total per Unit (NEW)	Total per Unit (USED)
1. Lease Payment per month (3 years – 36 months)	\$ <u>2,039.55</u>	<u>NO BID</u>
2. Lease Payment per month (4 years – 48 months)	\$ <u>1,948.87</u>	<u>NO BID</u>
3. Cost for County to own @ end of lease.	\$ <u>161,219.00/36 mo.</u> \$ <u>150,100.00/48 mo.</u>	<u>NO BID</u>
4. Cost per hour for usage Exceeding 1,500 hours per year per unit.	\$ <u>65.00 per hour</u>	<u>NO BID</u>

To be fully tested, shipped and delivered to the project site within 45 calendar days from receipt of official order.

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

DEAD EQUIPMENT CO.
Bidder's Company Name


Authorized Signature – Manual

3155 WEST NINE MILE RD

JAY BURFORD
Authorized Signature – Typed

PENSACOLA FL 32534
Address

SALES REPRESENTATIVE
Title

850-476-0277
Phone #

850-476-7536
Fax

591288195
Federal ID # or SS #

JBURFORD@DEADEQUIPMENT.COM
E-mail address

**NOTICE TO RESPONDENTS
RFB FLT 55-16**

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **2:30 p.m. (CST) August 31, 2016**, for **EQUIPMENT LEASE OF 8 NEW (2016) OR USED (2013 OR NEWER) MOTOR GRADERS**.

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

All originals must have original signatures in blue ink.

At **2:30 p.m. (CST), August 31, 2016**, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and **"EQUIPMENT LEASE OF 8 NEW (2016) OR USED (2013 OR NEWER) MOTOR GRADERS"**. The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening in the **Conference & Training Room #305 – (old First National Bank Bldg.)** located at 302 N. Wilson St, Crestview, FL 32536. Bids may be delivered in person prior to bid opening by taking submission to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536.

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

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

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

All bids should be addressed as follows:

**EQUIPMENT LEASE OF
8 NEW (2016) OR USED (2013 OR NEWER) MOTOR GRADERS**
Clerk of Circuit Court
Attn: Teresa Ward
Newman C. Brackin Bldg.
302 N. Wilson St. #203
Crestview FL 32536

Zan Fedorak
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes Jr.
Chairman

EQUIPMENT REQUIREMENTS

BID #: RFB FLT 55-16

BID ITEM: EQUIPMENT LEASE FOR 8 NEW (2016) OR USED (2013 OR NEWER) MOTOR GRADERS

The motor graders under these specifications shall be new, current production model FOR NEW (2016) UNITS, AND 2013 OR NEWER, FOR USED UNITS. These specifications are minimum requirements and are intended to govern the size and type of unit purchased. Any exceptions or variations from these basic specifications must be expressly stated. Units shall meet or exceed these specifications.

Bidder is required to complete blank spaces as provided by each line item of equipment. Plainly list each item of equipment offered on bid.

A. ENGINE

1. Diesel engine with minimum 155 net horsepower. 220
2. Must provide one entire set of replacement filters with each machine. YES

B. TRANSMISSION

1. Powershift with minimum of 8 speeds forward and minimum 4 speeds in reverse. 8F/8R
2. Enabled to autoshift through selected working range. YES

C. WEIGHT

1. Base weight 35,000 lbs minimum. 35220

D. MOLDBOARD, FRAME & PRODUCTIVITY

1. Moldboard length 14 feet. 14'
2. Blade lift minimum 16.5 inches above the ground. 19.3"
3. Shoulder reach outside wheels minimum 77 inches. 82"
4. Blade downforce capability 16,000 lbs. minimum at base weight. 22,856
5. Blade pull minimum 20,000 lbs. at base weight. 29,220
6. Rear drawbar. YES
7. Hydraulically controlled scarifier with five (5) teeth mounted between moldboard and front axle. YES
8. Frame articulation minimum of 20 degrees. 22°

E. SAFETY ITEMS, CAB AND CONTROLS

- 1. Low profile cab. YES
- 2. Air conditioning and heater. YES
- 3. Air suspension seat. YES
- 4. AM-FM radio. YES
- 5. Wipers front and rear. YES
- 6. Conventional controls including steering wheel and levers or joystick controls. Cab mounted slope meter. (Indicate to the right if bid is for steering wheel or joystick controls) YES/STEERING WHEEL
- 7. Backup alarm. YES
- 8. Work lights front and rear. YES
- 9. Fold away side mirrors. YES
- 10. Vandalism protection group. Includes locks for engine, cab, batteries, fuel cap and fluid ports. YES
- 11. Slow Moving Vehicle sign mounted on rear of machine. YES

F. TIRES AND WHEELS

- 1. 1400R24 TG with G-2 tread. YES
- 2. Three (3) piece rims. YES

G. WARRANTY

- 1. State manufacturer's standard warranty. A copy must be provided with bid. FULL MACHINE WARRANTY THROUGHOUT THE TERMS OF THE LEASE

H. MANUALS

Two (2) sets of parts manual and shop repair manuals to cover all components of the machine. CD or DVD is acceptable instead of books. YES

I. TRAINING

- 1. Successful vendor shall provide up to 8 hours of in the field training with each machine upon County's request. YES

J. GPS

Provide manufacturer's basic GPS tracking system. YES

K. DELIVERY

1. Delivery must be made to Okaloosa County Fleet Operations, 2798 Goodwin Avenue, Crestview, Florida 32539.
2. Failure to meet stated delivery date may result in cancellation of the award.
State availability date in calendar days for issuance of purchase order.

45 Days

Okaloosa County anticipates receipt of four (4) machines by September 30, 2016 and the remaining four (4) by January 15, 2017, all units shall have the same terms and conditions. NOTE: This quantity will be subject to available budget based on bid prices.

L. LEASE – ANTICIPATED EQUIPMENT USAGE/HOUR LIMITATIONS

1. Annual equipment use of 1,500 hours allowed with no additional fees.

YES

M. ALTERNATE BID – “USED”

Okaloosa County will also consider bids for used motor graders as previously specified that meet the following criteria.

1. 2013 year model or newer. State year models.
2. Maximum 3,500 engine hours. State current hours on machines
3. Warranty coverage throughout lease period. Attach details of warranty coverage

N/A

N/A

N/A

GENERAL SUPPLY/ CONSTRUCTION INSURANCE REQUIREMENTS

REVISED: 02/09/2016

RESPONDENT'S INSURANCE

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Respondent shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers'

Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent's Liability
 - 4.) Completed Operations and Products Liability
5. RESPONDENT shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of project.

LIMITS OF LIABILITY

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

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Rd, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

UMBRELLA INSURANCE

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

SPECIAL BID CONDITIONS

1. The successful proposer shall be responsible for delivering equipment that is properly serviced, cleaned and in first class operating condition; pre-delivery service at a minimum, shall include the following:
 - A. Complete lubrication.
 - B. Check all fluid levels to assure proper fill.
 - C. Adjustment of engine to proper operating condition.
 - D. Inflate tires to proper pressure.
 - E. Check to assure proper operation of all accessories, gauges, lights and mechanical features.

2. Proposer shall furnish a copy of the **manufacturer's production line** sheet with each vehicle delivered.

3. **Acceptance:**
 - A. The successful proposer must call at least **48 hours** in advance of delivery to Okaloosa County Fleet Operations 850-689-5775, 2798 Goodwin Avenue, Crestview, FL 32539.

 - B. Delivery of equipment 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 equipment meets contract specifications and conditions as listed. Should the delivered equipment 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 equipment, in which case the equipment remains the property of the supplier and the County shall not be liable for payment for any portion thereof.

6. **Factory Warranty:** Failure by any manufacturer's authorized dealer to render proper warranty service/adjustments, including providing a copy of the warranty work order to the County, shall subject that dealer and the contractor to suspension from the County's approved vendor listing until satisfactory evidence of correction is presented to the County Purchasing Department.

7. **Factory Authorized Sales & Service Dealer:** Proposers must be factory authorized sales and service dealer.

8. **Additional Quantities and/or Options:** The Board reserves the right to purchase all or more than or part of the listed vehicle(s), and to delete or add any option item(s) of equipment as may be in the best interest of the County.

GENERAL BID CONDITIONS

1. PRE-BID ACTIVITY -

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

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

All questions or inquiries must be received no later than the last day for questions (reference RFB & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to <http://www.tcgen.com/Documents/> and the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

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

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

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

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

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

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

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

All signatures must be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

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

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

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

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

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

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

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

certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

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

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

8. **CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
9. **BID PRICE** – The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
11. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.
12. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
13. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:
 - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

- f. Default under previous contract.
- g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

14. AWARD OF BID

- A. **Okaloosa County Review** - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
 - B. The County will award the bid to the lowest most responsive respondent, and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
 - C. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
 - D. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.
- 15. PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
- 16. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 17. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 18. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

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

19. **LOCAL PREFERENCE** - Okaloosa County reserves the right to grant a preference to in-county respondents only when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to respondents located in such political subdivisions. The amount of preference given to local respondents will be the same as that given by the state, county, municipality or other political subdivisions in which a respondent is located. If the political subdivision in which a respondent is located offers a preference to its local firms, that respondent must plainly state the extent of such preference to include the amount and type preference offers. Any respondent failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.
20. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
21. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
22. **NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.
23. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
24. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
25. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility

of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

26. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
27. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
28. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.
29. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
30. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
31. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

1. The following documents are to be submitted with the bid packet:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. No Contact Clause Form
- E. Indemnification and Hold Harmless
- F. Prohibition to Lobbying
- G. Company Data
- H. Addendum Acknowledgement
- I. Equipment Owner's Data Sheet
- J. Bid Sheet

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: 8/31/16

SIGNATURE: 

COMPANY: BEAMA EQUIPMENT CO.

NAME: JAY BURFORD
(Typed or Printed)

ADDRESS: 3195 W. NINE MILE RD
PENSACOLA, FL 32534

TITLE: SALES REPRESENTATIVE

E-MAIL: JBURFORD@BEAMAEQUIPMENT.COM

PHONE NO.: 850-476-0277

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES _____

NO X _____

NAME(S)

POSITION(S)

Four horizontal lines for listing names and positions.

FIRM NAME: BETA EQUIPMENT COMPANY

BY (PRINTED): JAY BURFORD

BY (SIGNATURE): [Signature]

TITLE: SALES REPRESENTATIVE

ADDRESS: 3195 WEST NINE MILE ROAD

PENSACOLA FL 32534

PHONE NO. 850-476-0777

E-MAIL JBURFORD@BETA-EQUIPMENT.COM

DATE 8/31/14

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: 8/31/16 SIGNATURE: 

COMPANY: BEARD EQUIPMENT CO. NAME: JOY BURFORD

ADDRESS: 3195 WEST NINE MILE RD TITLE: Sales REPRESENTATIVE
PENSACOLA, FL 32504

E-MAIL: JBURFORD@BEARDEQUIPMENT.COM

PHONE NO.: 850-476-0277

NO CONTACT CLAUSE

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


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

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

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

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

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

I  representing BETA1 EQUIPMENT COMPANY
Signature Company Name

On this 31st day of August 2016 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

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

BEARHILL ENVIRONMENT CO.
Respondent's Company Name

3195 W. NINE MILE RD
Physical Address

SAME
Mailing Address

850-476-0277
Phone Number

850-712-8064
Cellular Number

8/31/16
Date


Authorized Signature – Manual

JAY BULFOUL
Authorized Signature – Typed

Sales REPRESENTATIVE
Title

850-476-7556
FAX Number

850-476-0277
After-Hours Number(s)

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

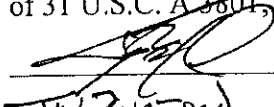
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

The Contractor, BENNETT ENGINEERING CO., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 2801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official
JAY BURFORD Name and Title of Contractor's Authorized Official
8/31/16 Date



BEARD EQUIPMENT CO.

Corporate Office - Mobile, AL
 2480 East I-65 Service Road North - 36617
 (251) 456-1993 - (800) 848-8563

Tallahassee, FL
 7566 W. Tennessee St - 32304
 850-575-5600

Pensacola, FL
 3195 W. Nine Mile Rd - 32534
 (850) 476-0277

Panama City, FL
 4625 N Hwy 231 - 32404
 (850) 769-4844

Freeport, FL
 33 Industrial Ct - 32439
 (850) 835-3337

Contract # C17-2574-PW
BEARD EQUIPMENT COMPANY
MOTOR GRADERS LEASE
EXPIRES: 01/16/2021

CUSTOMER NAME, ADDRESS & PHONE NUMBER John Deere Construction & Forestry Company Industrial Leasing Division PO Box 6600 Johnston, Iowa 50131	TERMS OF SALE John Deere Credit 48 Mo Lease	DATE 05/12/17	INVOICE NUMBER 23527	
	NOTES Purchase Option is \$150,100 on each Machine 1,500 Hrs per year allotted	CUSTOMER NUMBER 556436	SALESMAN NUMBER S343	
		CUSTOMER PURCHASE ORDER NUMBER RFB FLT 55-16		
		CUSTOMER TAX EXEMPT NUMBER 59-6000765		

QTY	MAKE	MODEL	DESCRIPTION	HOURS	SERIAL NUMBER	FACTORY INVOICE DATE	STOCK #	ACCOUNT #	AMOUNT
1	John Deere	670G	Motor Grader	3	10W670GKXHF680457	14-Apr-17	68490	126.00	\$ 209,135.00
1	John Deere	670G	Motor Grader	3	10W670GXJHF680489	17-Apr-17	68491	126.00	\$ 209,135.00
1	John Deere	670G	Motor Grader	3	10W670GXHHF680584	28-Apr-17	68492	126.00	\$ 209,135.00
1	John Deere	670G	Motor Grader	3	10W670GXTHF680455	28-Apr-17	68489	126.00	\$ 209,135.00
Each Machine w/ STD 12 Mo's Full Machine warranty & w/ an addit. 48 Mo's or 7,000 Hrs. "Whichever Occurs First." Secure Ext. Full Comp. Warr.									\$ -
Delivered To: Okaloosa County BOCC									\$ -
302 N. Wilson St. Suite 203 Crestview, FL 32536									\$ -

DELIVERED TO	COUNTY	CITY	STATE	O/S CITY & PJ	TAX EXEMPT	MACHINE WARRANTY	AMOUNT
	Okaloosa	Crestview	FL	NO	YES	As Stated Above	

TRADE-IN INFORMATION								TOTAL AMOUNT	AMOUNT
QTY	YEAR	MAKE	MODEL	SERIAL #	DESCRIPTION	HOURS	AMOUNT		\$ 836,540.00
							-	LESS TRADE	
							\$ -	TRADE DIFFERENCE	\$ 836,540.00
							\$ -	SALES TAX 0.00%	\$ -
							\$ -	PLUS PAYOFF	
PAYOFF INFORMATION								TOTAL	\$ 836,540.00
QTY	BALANCED OWED TO				ACCOUNT NUMBER	AMOUNT	LESS CASH DOWN		
						\$ -			
						\$ -	BALANCE DUE		\$ 836,540.00

The Warranty as described on the accompanying Purchase Order and the following applies where permitted by law. Neither seller, John Deere Industrial Equipment Company nor the manufacturer makes any other representations or warranties, whether expressed or implied (AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A SPECIAL) or has any obligations to the Purchaser except as provided on the second page of the Purchase Order.

The Terms are as stated above in the terms of sale block. As the Purchaser, I (we), promise to pay the balance due shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or Loan Agreement, for the purchase price of the equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller's name until one of the forgoing is accomplished. In the absence of the before mentioned agreements the Purchaser will consider this document as an agreement and in the event of default or breach of any agreement entered into said parties, Beard Equipment Company, Inc. may collect reasonable expenses, including but not limited to interest, attorney's fees and court costs.



[Signature]
 Salesman Signature

1 June 2017
 Date Delivered

[Signature]
 Customer's Signature
 Carolyn N. Ketchel, Chairman

Beard Equipment Company

CUSTOMER'S ACCEPTANCE FORM

Dealer's Name : **Beard Equipment Company**
33 Industrial Court
Freeport, FL 32439



JOHN DEERE

Customer's Name : Okaloosa County BOCC

Customer's Address : 302 North Wilson Street Suite 203
Crestview, FL 32536

Make	Model	Description	Serial Number	New	Used
John Deere	670G	Motor Grader	1DW670GXKHF680457		
John Deere	670G	Motor Grader	1DW670GXJHF680489		
John Deere	670G	Motor Grader	1DW670GXHHF680564		
John Deere	670G	Motor Grader	1DW670GXTHF680455		

DEALER'S CHECK LIST

	YES	NO
All Guards in place and points of danger protected	<u> X </u>	<u> </u>
Has equipment been modified or altered	<u> </u>	<u> X </u>
Instruction booklet given	<u> X </u>	<u> </u>

JOHN DEERE WARRANTY PERIOD ON NEW CONSTRUCTION EQUIPMENT IS 12 MONTHS / UNLIMITED HOURS
JOHN DEERE WARRANTY PERIOD ON NEW FORESTRY EQUIPMENT IS 12 MONTHS / UNLIMITED HOURS

ITEMS NOT COVERED UNDER BASIC OR EXTENDED WARRANTY

- 1.) Normal maintenance and replacement of maintenance and wear items, such as belts, bulbs, cutting edge parts, lubricated joints (including pins & bushings), dry brakes, brake linings, dry clutch linings, filters, oil, hydraulic fluid, lubricants, coolants & conditioners, bucket teeth and saw blades & teeth are not covered.
- 2.) Shop supplies, such as but not limited to, shop towels, detergents & brake cleaners are not covered.
- 3.) Hoses are subject to warranty coverage only when an obvious defect in material or workmanship exists. Warranty does not apply to torn, cut or worn hoses.
- 4.) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, vandalism, the elements, collision, accident or recovery.
- 5.) Items that may be covered under separate warranties, such as batteries, tires, buckets, grapples, thumbs, ect...
- 6.) Transporting the machine to and from the location where service or warranty work is to be performed, Travel Time & Mileage for service or warranty work performed in the field or overtime is not covered by John Deere Warranty.

BEARD EQUIPMENT will provide free travel time & mileage or transportation of machines to a BEC shop for the following term:

New Construction Machines - 12 Months from date of purchase.

New Forestry Machines - 6 Months from date of purchase.

Conditions: Failure must be a warrantable condition & machine must be within 100 miles of a BEC facility.

Customer's Acceptance :

I fully understand the operation and warranty coverage of this piece of equipment.

x Carolyn N. Ketchel
 Customer's Signature



June 2017
 Date Delivered

S. Gary Lowry
 Salesman's Signature

Carolyn N. Ketchel, Chairman

Customer Purchase Order for John Deere Construction and Forestry Products - USA

PURCHASER NAME AND ADDRESS (First Signer)			
NAME (First, Middle, Last) Okaloosa County BOCC			
STREET or RR 302 North Wilson Street Suite 203			
CITY Crestview	STATE FL	ZIP CODE 32536	COUNTY Okaloosa
PHONE NUMBER 850-689-5000	EMAIL ADDRESS		
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME (First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

DEALER NAME AND ADDRESS			
DEALER NAME Beard Equipment Company			Dealer Account No.: 17-9020
STREET or RR 33 Industrial Court			
CITY Freeport	STATE FL	ZIP CODE 32439	Date of Order: 05/12/2017
Dealer Order No.:	TYPE OF SALE <input type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE		
PURCHASER TYPE:		PURCHASER TYPE:	
Add Purchaser to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input checked="" type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		PURCHASER ACCOUNT: 556436	
<input type="checkbox"/> SOCIAL SECURITY		<input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN	
NO.:			

EXTENDED COVERAGE IS: <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Rejected <i>EW</i> (Initials)	LOCATION OF FIRST WORKING USE: County <u>Okaloosa</u> City <u>Crestview</u> STATE <u>FL</u> COUNTY CODE <u>FL</u>
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QTY	NEW	DEMO	RENT	USED	EQUIPMENT(Give Model Size & Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	<input type="checkbox"/>				John Deere 670G Motor Grader	3	1DW670GXKHF680457	\$ 209,135.00
1	<input type="checkbox"/>				John Deere 670G Motor Grader	3	1DW670GXJHF680489	\$ 209,135.00
1	<input type="checkbox"/>				John Deere 670G Motor Grader	3	1DW670GXHHF680564	\$ 209,135.00
1	<input type="checkbox"/>				John Deere 670G Motor Grader	3	1DW670GXTHF680455	\$ 209,135.00
					60 Mo's or 7,000 Hrs. "WOF" Ext Full Comp Warranty on each Machine			
1. TOTAL CASH PRICE								\$ 836,540.00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or SERIAL NUMBER	AMOUNT
ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.				
2. TOTAL TRADE-IN ALLOWANCE				
3. RENT APPLIED				
4. BALANCE (Less Trade & Rent)				\$ 836,540.00
5. WARRANTY				
6. SALES TAX				
7. ADDITIONAL FEES				
8. SUBTOTAL (4 & 5 & 6 & 7)				\$ 836,540.00
9. TOTAL TRADE-IN PAY-OFF				
10. CASH WITH ORDER				
11. BALANCE DUE				\$ 836,540.00

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

USED JOHN DEERE PRODUCTS ONLY: John Deere will transfer remaining Standard Warranty and/or Structural Warranty to the purchaser of a used John Deere construction and forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY AND/OR STRUCTURAL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

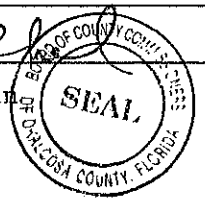
Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version 3.0 (Initials) CLK and understands its terms and conditions.

Purchaser (First Signer) _____	Signature <u>Carolyn N. Ketchel</u>	Date <u>1 June 2017</u>
Purchaser (Second Signer) _____	Signature _____	Date _____
Dealer Representative <u>Comy Lowry</u>	Signature _____	Date _____
Salesperson <u>Gary Lowry</u>	Signature _____	Date _____



DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: _____	Purchaser Signature: <u>Carolyn N. Ketchel</u>
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Carolyn N. Ketchel, Chairman



STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Commercial Worksite Products:** 12 months Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers:** 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment:** 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product");

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**



Application For Extended Warranty

For John Deere Construction, Utility and Forestry Products

The John Deere equipment owner (or lessee) identified below ("Owner") hereby applies to John Deere Construction & Forestry Company (John Deere)* (**With respect to purchasers in Canada, John Deere means Worldwide Construction & Forestry Division, a division of John Deere Limited, 295 Hunter Road, P.O. Box 1000, Grimsby, Ontario, L3M 4H5. With respect to purchasers in the United States, except for the specific states identified below**, John Deere means John Deere Warranty Inc., One John Deere Place, Moline, Illinois 61265-8098. **For purchasers in CT, GA, MN, NY, NC, WI, HI, IN, DC and MI, John Deere means John Deere Construction & Forestry Company, One John Deere Place, Moline, IL, 61265-8098.) for John Deere Extended Warranty, in accordance with the terms set forth on both pages of this document, for the John Deere product identified below. Owner desires the Extended Warranty coverage option(s) checked below:

1. APPLICATION GROUP

Check One :

- Commercial
 Governmental
 Rental
 Forestry or Severe Duty*
 Forestry Extreme Duty**

* Severe Duty applications are: Demolition & Wrecking, Chemical Plant, Steel Mill, Land Fill Applications, Scrap Handling, and any other applications that are similarly destructive or similarly heavy duty. (36 months/ 6,000 hours maximum coverage)

** Forestry Extreme Duty applications are: 648, 748, 848 model grapple skidders equipped with regular (NOT Swada) axles, chains and/or dual tires. (36 months/ 6,000 hours maximum coverage)

2. COVERAGE TYPE & DURATION

CHECK FULL MACHINE, ANY ONE POWERTRAIN OPTION, OR A COMBINATION OF FULL MACHINE AND ANY ONE POWERTRAIN OPTION. EXTENDED WARRANTY IS CALCULATED FROM ORIGINAL DATE OF DELIVERY.***

FOR EACH COVERAGE OPTION SELECTED, CHECK THE APPLICABLE STANDARD WARRANTY BELOW, THEN SELECT THE TOTAL MONTHS/HOURS DESIRED. Note: Months/ hours selected may not exceed maximum specified for the designated application group.

<input checked="" type="checkbox"/> Full Machine <table style="width: 100%; text-align: center;"> <tr> <td colspan="2"></td> <td colspan="6">Expiration - First To Occur (Months or Hours)</td> <td colspan="2"></td> </tr> <tr> <td colspan="2"></td> <td colspan="6">Months after Retail Purchase ***</td> <td colspan="2"></td> </tr> <tr> <td>Standard Warranty</td> <td></td> <td>12</td> <td>24</td> <td>36</td> <td>48</td> <td>60</td> <td>72</td> <td>84</td> <td></td> </tr> <tr> <td><input type="checkbox"/> 6 Months</td> <td></td> <td>6</td> <td>18</td> <td>30</td> <td>42</td> <td>54</td> <td>66</td> <td>78</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> 12 Months</td> <td></td> <td>N/A</td> <td>12</td> <td>24</td> <td>36</td> <td>48</td> <td>N/A</td> <td>N/A</td> <td></td> </tr> </table> <p style="text-align: center;">Above are additional months, after expiration of Corresponding Standard Warranty</p> <p style="text-align: center;">You have selected <u>60</u> total months and <u>7,000</u> hours.</p>			Expiration - First To Occur (Months or Hours)										Months after Retail Purchase ***								Standard Warranty		12	24	36	48	60	72	84		<input type="checkbox"/> 6 Months		6	18	30	42	54	66	78		<input checked="" type="checkbox"/> 12 Months		N/A	12	24	36	48	N/A	N/A		<table style="width: 100%;"> <tr> <td><input type="checkbox"/> Powertrain Plus Hydraulics or</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Powertrain or</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Engine Only</td> <td></td> </tr> </table> <table style="width: 100%; text-align: center;"> <tr> <td colspan="2"></td> <td colspan="6">Expiration - First To Occur (Months or Hours)</td> <td colspan="2"></td> </tr> <tr> <td colspan="2"></td> <td colspan="6">Months after Retail Purchase ***</td> <td colspan="2"></td> </tr> <tr> <td>Standard Warranty</td> <td></td> <td>12</td> <td>24</td> <td>36</td> <td>48</td> <td>60</td> <td>72</td> <td>84</td> <td></td> </tr> <tr> <td><input type="checkbox"/> 6 Months</td> <td></td> <td>6</td> <td>18</td> <td>30</td> <td>42</td> <td>54</td> <td>66</td> <td>78</td> <td></td> </tr> <tr> <td><input type="checkbox"/> 12 Months</td> <td></td> <td>N/A</td> <td>12</td> <td>24</td> <td>36</td> <td>48</td> <td>N/A</td> <td>N/A</td> <td></td> </tr> <tr> <td><input type="checkbox"/> 24 Months</td> <td></td> <td>N/A</td> <td>N/A</td> <td>12</td> <td>24</td> <td>36</td> <td>N/A</td> <td>N/A</td> <td></td> </tr> </table> <p style="text-align: center;">Above are additional months, after expiration of Corresponding Standard Warranty</p> <p style="text-align: center;">You have selected _____ total months and _____ hours.</p>	<input type="checkbox"/> Powertrain Plus Hydraulics or		<input type="checkbox"/> Powertrain or		<input type="checkbox"/> Engine Only				Expiration - First To Occur (Months or Hours)										Months after Retail Purchase ***								Standard Warranty		12	24	36	48	60	72	84		<input type="checkbox"/> 6 Months		6	18	30	42	54	66	78		<input type="checkbox"/> 12 Months		N/A	12	24	36	48	N/A	N/A		<input type="checkbox"/> 24 Months		N/A	N/A	12	24	36	N/A	N/A	
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Note: 24 months Standard Warranty is for Scraper Tractors - Powertrain only

*** Less duration of rental, demonstration, or other usage, if any, prior to first retail purchase or lease.

Owner Name Okaloosa County BOCC		E-mail Address	
Address (Street or RR) 302 North Wilson Street Suite 203		(City / Town) Crestview	(State / Province) FL
		(Zip / Postal Code) 32536	
DEALER	Dealer Name	Address	
Dealer Number 17-9020	Beard Equipment Company (City / Town) Freeport	33 Industrial Court (State / Province) FL	
Product	Model	Product Description	Hour Meter Reading
Description	670G	Motor Grader	3
		Product Identification Number	Delivery Date
		All 4 Machines	05/12/2017

IMPORTANT NOTE TO OWNER: Complete terms of John Deere's Extended Warranty are set forth on this document. Please read both pages carefully before signing. YOUR RIGHTS AND REMEDIES IN CONNECTION WITH EXTENDED WARRANTY ARE LIMITED AS INDICATED ON BOTH PAGES OF THIS DOCUMENT, WHERE PERMITTED BY LAW, JOHN DEERE PRODUCTS CARRY NO STATUTORY OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. John Deere's Extended Warranty is not insurance.

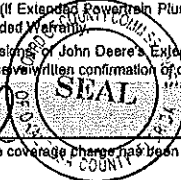
OWNER RESPONSIBILITIES: After the product's Standard Warranty expires, the owner (lessee, for leased products) will be responsible for the first \$200 of repair cost for each repair event covered by Extended Warranty, except for covered repairs to the product's (1) engine or powertrain, or (2) hydraulics (if Extended Powertrain Plus Hydraulics coverage is the only coverage in effect). Scraper tractor Extended Warranty is limited to the powertrain only with a \$750 deductible for each repair event covered under the Extended Warranty.

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions of John Deere's Extended Warranty, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I (1) pay the charge for this coverage, and (2) receive written confirmation of coverage from John Deere.

Owner Signature: *Carolyn N. Ketchel* Date: *1 June 2017*

The owner and product identified above meet all requirements for the coverage request, and the coverage charge has been paid.

Dealer Signature: _____ Date: _____



TRANSFER - The unexpired portion of this Extended Repair Coverage may be transferred with John Deere's approval (See Section H on second page for complete details.) Complete the section below to request transfer.

Purchaser Application: <input type="checkbox"/> Forestry or Severe Duty <input type="checkbox"/> Commercial <input type="checkbox"/> Governmental <input type="checkbox"/> Rental <input type="checkbox"/> Forestry Extreme Duty	Dealer Number Charged	Purchaser Name		Address (Street or RR)	
	17-9020	Okaloosa County BOCC (City / Town)		302 North Wilson Street Suite 203 (State / Province) (Zip / Postal Code) FL 32536	
	Transfer Hourmeter Reading	Date Inspection Completed & Approved	Signature of New Buyer	Date	Dealer Confirmation Date
	3	05/12/2017	X		
Date Machine Sold 05/12/2017	I HAVE RECEIVED BOTH (2) PAGES OF THIS APPLICATION FORM			Customer Initials:	Date:

A. EXTENDED WARRANTY - GENERAL PROVISIONS.

During the selected coverage period, John Deere Construction & Forestry Company (Worldwide Construction & Forestry Division, a division of John Deere Canada U.L.C. in Canada) ("John Deere") will repair or replace, at its option, covered components (either factory installed components or genuine John Deere replacements installed by an authorized John Deere dealer) of the product identified on the first page of this document that are defective in material or workmanship, subject to the terms and conditions set forth on both pages of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below.

Under each coverage option, the Extended Warranty period begins when the product's corresponding Standard Warranty ends, and continues (unless terminated under Section E below) until the expiration selected on the face of this document. The coverage period ends after the specified number of months or when the machine's hour meter reaches the specified hour limitation, whichever occurs first.

Extended Warranty is available only through authorized John Deere dealers for John Deere products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires. Extended Warranty is not effective unless and until (1) a properly completed application for coverage is submitted to John Deere, (2) and the coverage charge is paid. Once Extended Warranty becomes effective, John Deere's obligations hereunder extend only to the applicant identified on the first page of this document, unless remaining coverage is transferred to a subsequent purchaser of this product in accordance with Section H below.

B. FLUID ANALYSIS REQUIREMENT AND MAINTENANCE.

Fluid Analysis: As a condition of coverage, the following Extended Warranty contracts (sold on or after 9 June 2008) will require fluid analysis:

- Extended Warranty Contracts on excavators with 100 horsepower and above.
 - All other Construction & Forestry products (including excavators under 100 horsepower) with Extended Warranty Contracts above 5000 coverage hours.
- Compact Excavators, Compact Track Loaders, Skid Steers, Compact Loaders, Scraper Tractors and Pull-Type Scrapers are excluded from this requirement. Customer is responsible for completing hydraulic/hydrostatic oil analysis at 500 hour intervals for specific models and hours of coverage. If sample frequency is not maintained, and repairs occur, customer will be responsible for 20% of the repair cost. An oil sample using John Deere specifications must be submitted on or before the effective date of the Extended Warranty contract.

Maintenance: The owner (lessee, or leased products), at his or her own expense, must maintain the product in accordance with the product's Operator's manual and, upon request, provide adequate records verifying maintenance.

L SERIES SKIDDERS, L SERIES WHEELED FELLER BUNCHERS, M SERIES TRACKED FELLER BUNCHERS: Additional Fluid Analysis & Maintenance may be required. As a condition to receive a Powertrain Ultimate Uptime Extended Warranty and Preventative Maintenance contract, the following will be required:

- An authorized John Deere dealer must perform all major services, including without limitation, scheduled maintenance in accordance with the Operator's Manual for the duration of the Extended Warranty Term.
- Submit oil samples through ALS after every service interval, regardless of who performs the service (customer or dealer).
- Use John Deere parts and fluids for every service interval, regardless of who performs the service (customer or dealer).

FAILURE BY THE CUSTOMER TO COMPLY WITH THESE REQUIREMENTS WILL VOID POWERTRAIN EXTENDED WARRANTY COVERAGE.

C. WHAT IS COVERED BY EXTENDED WARRANTY:

Not every product component is covered by Extended Warranty. Those components that are covered are listed below. If a particular component is not listed below, it is not covered by Extended Warranty.

1. **Engine Only Coverage** (excludes Cummins, Detroit Diesel and Hino Engines): If you purchased Engine Only Extended Warranty the following items are covered: Engine; engine and all components within, cylinder head and gasket, ECU, electronic engine-speed-control system, engine block, engine oil cooler and aftercooler, flywheel housing and gasket, front and rear engine seals, front damper, hydraulic actuator, injection nozzles, injection pump and gasket, manifolds and gaskets, oil pan and gasket, pressure/temperature sensors and sending units, pressure/temperature sensors and sending units-EGR system manifold, ring gear and flywheel, rocker arm cover and gasket, thermostats, timing gear cover, turbocharger and gaskets, water pump and gaskets.
2. **Powertrain Coverage:** If you purchased Powertrain Extended Warranty the engine items above are covered along with the following items: Engine: engine speed controls & linkages - excavators. Transmission/Axles/Hydrostatics: axle(s) and differentials(s), clutch housing (except dry clutch disk), driveshaft with universal joints, electronic and/or hydraulic control valves, excavator rotary manifold, Tracked Feller-Buncher rotary manifold, final drive, front wheel-drive sensors (not wiring harness), hydrostatic system components including: propel motor, hydrostatic/hydraulic pump and related control valves powering propel and/or swing function (not dig function), hydraulic-front-wheel-drive axle and wheel assembly (including drive pump and motor, electric control, solenoid control valve, and divider valve), mechanical-front-wheel-drive differential/axle assembly (with its driveshaft, universal joint and control), power take off clutch housing (scraper tractor only), pump and valve controller, reverser with control valve, splitter drive, swing motor and brake, swing gearbox and bearings, torque converter, transfer drive, transmission. Brakes: wet park brake pinion shaft, bearing, and bearing quill (motor graders only), wet service brakes, wet steering brakes and clutches. Electrical: sensors- rotary, starter (scraper tractor only). Electric-Drive Loaders: generator, electric motor, power electronics inverter (DLR), brake resistor, motor cable assembly, generator cable assembly, brake resistor cable assembly.
3. **Powertrain plus Hydraulics Coverage:** If you purchased Powertrain plus Hydraulics Extended Warranty, the engine and power train items above are covered along with the following hydraulic items: Transmission/Axles/Hydrostatics: accumulator and related relief valves (transmission), hydraulic differential lock valve & associated parts. Hydraulics: control & load holding valves, cylinder packing kits, hydraulic cylinders, hydraulic oil cooler, hydraulic pumps & motors & related control valves, hydraulic reservoir, locking pin cylinder, pilot controls. Brakes: brake accumulator (Articulated Dump Truck Only). Steering: crossover relief valve, priority valve, steering pump, steering valves and cylinders.
4. **Full Machine Coverage:** If you purchased Full Machine Extended Warranty the engine, powertrain, and powertrain plus hydraulic items above are covered along with the following non-powertrain items: (Please note: there is a \$200 deductible on all hydraulic and non-powertrain repairs when Full Coverage is purchased). Engine: engine mounts and support, engine oil lines, engine speed controls & linkages, filter mount, fuel lines, fuel tank and associated parts, fuel transfer pump & gasket, oil filler tube, pulleys, radiator and hoses, water piping. Transmission/Axles/Hydrostatics: control rods, differential lock valve &

associated parts, external oil lines, filter tubes (transmission), filter screens, oil cooler, shift-control linkage, sending units and sensors. Brakes: brake accumulator (Non ADT), brake pump, brake valve-pressure reducing valve, unloading valve. Electrical: alternator, gauges, indicators, instrument sensors, starter, starter drive, starter solenoid, switches, voltage regulator, wiper motors wiring harnesses. Factory Installed Air Conditioning: accumulator, clutch, compressor, condenser, dry evaporator, expansion valve, heater hose, pulley, seats & gaskets, temperature control programme. Other: bucket linkages, circle drive gearbox, dump body (ADT only), fan & fan drive, motor grad-circle, scarifier & ripper linkages, factory installed winch (skidders only). Steering: axles, second steering system components, spindles & supports, steering linkage, tie rod & tie rod ends. Structure: arm, articulation joint (incl. pins & bushings), bin frame, boom, car body, C-frame, circle frame: dipperstick, draft frame, engine frame, equipment frame, forklift mast & frame, grapple arch or grapple boom, loader arm, loader frame, mainframe, moldboard lift arm, rollover protection structure (ROPS), side frame, swing frame, track frame, X-frame, Z-bar, Pneumatic Components (ADT only: airline hoses & lines & fittings, air components of brake systems, four way protection valve, unload air valve.

D. ITEMS NOT COVERED. John Deere is not responsible for the following:

1. Parts/Kits not ordered on machine and installed aftermarket are not covered by the machine's Standard Warranty or Extended Warranty. These parts will be covered by any applicable part warranty.
2. Attachments installed aftermarket are excluded from any Extended Warranty purchased for the machine - i.e. Winch not installed at factory.
3. Factory installed forestry attachments such as felling heads, saw heads, harvesters, delimiters and all Waratah attachments do not qualify for Extended Warranty.
4. Batteries, hoses, radios, tires, Cummins or Detroit Diesel engines.
5. Premiums charged for overtime labor requested by the customer.
6. Costs for transporting the product to and from the place where service is performed, or service calls made by the repairing dealer.
7. Depreciation and normal wear.
8. Damage caused by any of the following: a) Misuse or abuse of the machine; b) the application the machine is working in; c) lack of proper/required maintenance; d) failure to follow operating instructions; e) lack of protection during storage; f) vandalism; g) the elements; or h) collision or other accidents.
9. Normal maintenance and replacement of maintenance and wear items such as: filters, oils, coolants and conditioners, blades and cutting edge parts, pins and bushings (except in articulation joints), hoses, lines and fittings, undercarriage, belts, dry brakes and dry clutch linings, bulbs, rubber tracks, and skidder grapple shocks.
10. Damage caused to a covered component by a non-covered component that is used on or installed in the product.
11. For warranty repairs made in the field, any charges (such as dealer travel time, mileage, or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

E. TERMINATION OF EXTENDED WARRANTY.

John Deere is relieved of its obligations under Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is altered or modified in ways not approved by John Deere; or
3. The product's hour meter has been rendered inoperative or otherwise tampered with; or
4. The product is removed from the United States or Canada; or
5. Use is made of the product within an application group other than the group designated in the application for Extended Warranty for the product.

F. LIMITATIONS OF JOHN DEERE'S LIABILITY.

The repair or replacement of covered components that are defective, as provided in Section A above shall be the owner's (or lessee's) exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the owner's (or lessee's) sole remedy shall be a refund of the amount paid for the product (exchange for a return of the product), excluding any transportation charges, license fees, taxes, or insurance premiums, and less a reasonable allowance for use of the product prior to its return. John Deere's liability for any repair event shall not exceed the actual cash value of the product if repair and John Deere's cumulative liability over the coverage period shall not exceed the amount paid to the owner (or lessee) for the product, excluding any transportation charges, license fees, taxes, or insurance premiums. In no event will John Deere be liable for any incidental or consequential damages (including without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be sustained due to a defect in the product or the breach or performance of John Deere's obligation under Extended Warranty. Corrections of defects in the manner provided herein shall constitute fulfillment of all liabilities of John Deere to the owner (or lessee) or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

G. OBTAINING EXTENDED WARRANTY SERVICE. To obtain service covered by Extended Warranty the owner (or lessee) must request Extended Warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the owner (or lessee) must present his or her Application for Extended Warranty and John Deere's written confirmation of coverage (transferees under Section H below must present John Deere's written confirmation of coverage transfer), make the product available at the dealer's place of business, and inform the dealer in what way the product is believed to be defective.

Extended Warranty repairs can be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage, or extra labor plus any applicable taxes) that would not have been incurred had the product been repaired at the dealer's place of business.

H. TRANSFER OF UNUSED COVERAGE UPON RESALE. Remaining Extended Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product if:

1. The subsequent purchase is made before the product's Extended Warranty expires; and
2. The product is determined by John Deere to be in satisfactory condition following an inspection performed by an authorized John Deere dealer, in accordance with John Deere's instructions, the subsequent purchaser's expense; and
3. John Deere's written confirmation of the transfer is received by the subsequent purchaser; and
4. Either (a) the use made of the product by the subsequent purchaser falls within the same application group designated on the product's original Application for Extended Warranty, or (b) the subsequent purchaser pays the amount specified by John Deere for conversion of the remaining coverage to a different application group.

I. NO STATUTORY OR IMPLIED WARRANTY. Where permitted by law, JOHN DEERE PRODUCTS CARRY NO STATUTORY OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

J. DEALER CANNOT VARY TERMS OF COVERAGE.

All terms of John Deere's Extended Warranty are set forth on this document. John Deere dealer have no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of Extended Warranty in any way.

Beard Equipment Company

Extended Warranty Acknowledgement

As of June 9th, 2008, John Deere requires oil samples to be taken at 500 hour intervals on the following: 1). 160-850 size excavators with any extended warranty term 2). All other machines with warranty terms exceeding 5000 hours.

On machines requiring oil samples, the following fluids must be sampled and submitted for testing: 1). Hydraulic oil on all machines 2). Hydraulic and Hydrostatic oil on all 450-850 size crawler dozers.

The customer is responsible for taking oil samples and properly labeling them with the machine serial number, hours, customer contact information and mailing the sample to (Fluid Analysis 3121 Presidential Drive Atlanta, GA 30340-3907). Oil sample kits are available through our parts department.

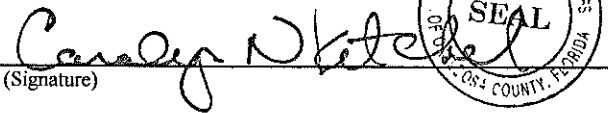
Critical sample results require follow-up action to be taken by the customer. Failure to take action could result in partial warranty reimbursement.

Warranty claims filed on a machine without a sample within the previous 500 hours of repair will result in a 20% charge of the claim to the customer.

CUSTOMER

Okaloosa County BOCC

(Customer Name)


(Signature)

Carolyn N. Ketchel

(Print Name)

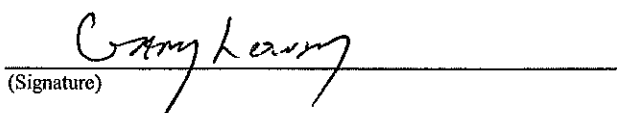
Chairman

(Title "If customer is not an individual")

DEALER

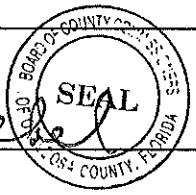
Beard Equipment Company

(Dealer Name)


(Signature)

Gary Lowry

(Print Name)



DEALER CHECKLIST



JOHN DEERE

CUSTOMER: Okaloosa County BOCC

INVOICE # 23527

MODEL: 670G

SERIAL NUMBER: 1DW670GXKHF680457

IN PKG EXECUTED

- | | | |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | BEC Credit Package - new customers & current ones that need updating |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Customer Acceptance Form - Always |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Arbitration Agreement - Always |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Beard Equipment Invoice - Always |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | JD P.O. & Delivery Receipt - Always |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Warranty Coverage Sheet - For any sale w/warranty sold
(all new machines and any used machines w/remaining warranty or "As Is" sale) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Extended Warranty Coverage - when applicable |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Retail Note - when applicable - JD or Outside Finance Company |
| <input type="checkbox"/> | <input type="checkbox"/> | Forestry Use Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of Current State Issued Photo ID |
| <input type="checkbox"/> | <input type="checkbox"/> | Assignment of Insurance Proceeds Check - when applicable |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Proof of Insurance - Applicable when financed |
| <input type="checkbox"/> | <input type="checkbox"/> | JD Link Form |

SIGNATURE OF SALESMAN: _____

SIGNATURE OF SALES CLERK: _____

DATE: _____



**JOHN DEERE
FINANCIAL**

FILED
JD PEACOCK II

2017 JUN 14 AM 2:51

CLERK OF CIRCUIT COURT
OKALOOSA COUNTY
CRESTVIEW FL.

**Contract # C17-2574-PW
BEARD EQUIPMENT COMPANY
MOTOR GRADERS LEASE
EXPIRES: 01/16/2021**

Deere Credit, Inc.
PO Box 6600
Johnston, IA 50131-6600

OKALOOSA COUNTY BOCC
302 N WILSON ST STE 203
CRESTVIEW, FL 32536-3473

Co-Obligor or Guarantor:

See Contract for Details

Dear OKALOOSA COUNTY BOCC,

Thank you for choosing John Deere Financial. We appreciate your business and the opportunity to be your trusted financial resource. We are committed to understanding your business, and providing the flexible financing solutions and customer service to accommodate your needs in good and challenging times. Please review and retain the enclosed insert filled with helpful information and tools to get the most from your John Deere Financial experience.

This letter is confirmation that your lease contract described below has been accepted by John Deere Financial and your account is setup. This is not an invoice.

The account number is 030-0065804-000

The details for this transaction include:

LEASE TERM START DATE	12 May 2017
LEASE TERM END DATE	12 May 2021
FIRST PAYMENT DUE DATE	12 May 2017
NUMBER OF PAYMENTS	48

LEASED EQUIPMENT				
QTY.	NEW/ USED	MFR.	MODEL	EQUIPMENT DESCRIPTION
1	NEW	JD	670GXBZ	670G MOTOR GRADER
PRODUCT ID NO. 1DW670GXKHF680457				
1	NEW	JD	670GXBZ	670G MOTOR GRADER
PRODUCT ID NO. 1DW670GXJHF680489				
1	NEW	JD	670GXBZ	670G MOTOR GRADER
PRODUCT ID NO. 1DW670GXHHF680564				
1	NEW	JD	670GXBZ	670G MOTOR GRADER
PRODUCT ID NO. 1DW670GXTHF680455				

Equipment Location:
302 N WILSON ST STE 203
CRESTVIEW, FL 32536-3473



CA # 18

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: January 17, 2017
TO: Honorable Chairman and Members of the Board
FROM: Greg Kisela
SUBJECT: Grader Lease with John Deere Financial and contract with Beard Equipment
DEPARTMENT: Purchasing
BCC DISTRICT: All

STATEMENT OF ISSUE: Request approval of the lease with John Deere Financial and contract with Beard Equipment Co. for four (4) new road graders.

BACKGROUND & ANALYSIS: Staff requests Board approval of the lease for four (4) new road graders with John Deere Financial and contract with Beard Equipment Co. The four (4) year lease will provide graders for the Road Division of the Public Works Department. This equipment lease will provide four (4) new graders to augment the four (4) used graders that were leased on December 20, 2016. The total cost of the lease over the four (4) years is \$93,545.76. The County has a right, but not an obligation, to buy the graders at \$150,100 per grader. Staff requests approval of the lease and authorization for the Chairman to sign the documents.

OPTIONS: Approve/Deny the lease and contract and authorize the Chairman to sign the documents.

RECOMMENDATION: Staff recommends approval of the lease with John Deere Financial and contract with Beard Equipment Co. and requests authorization for the Chairman to sign the documents, contingent upon resolution of any outstanding risk management issues.



Greg Kisela, Purchasing Director 1/12/2017

RECOMMENDED BY:



John Hofstad, County Administrator 1/12/2017

APPROVED BY:

John Hofstad, County Administrator