

SECOND AMENDMENT TO THE AGREEMENT

In accordance with the Limerock Supplier Agreement entered into on February 2, 2021, and all of its amendments (if any), collectively (the "Agreement") this Second Amendment to the Agreement (this "Amendment") is made and entered into by and between **Commercial Industrial Corporation**, whose address is 186 NW 68th Ave, Ocala, FL 34482; possessing FEIN **59-2407001**, (hereinafter referred to as "Supplier") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until all completion of services required of Supplier, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and Supplier (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 21Q-042, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. Per the solicitation which is defined under the Agreement as part of the Contract Documents, the term allowed for four (4) additional one-year renewals. The first of the available renewals was utilized in the First Amendment to the Agreement.
3. With this Second Agreement, the Parties agree to renew the Agreement for the second of the remaining renewals, effective February 1, 2023 through January 31, 2024. (the "Term").
4. This Amendment replaces Exhibit B, Pricing Sheet, of the original agreement between the Parties entered February 2, 2021 in order to provide new pricing to the Agreement per ton value with the following pricing below:

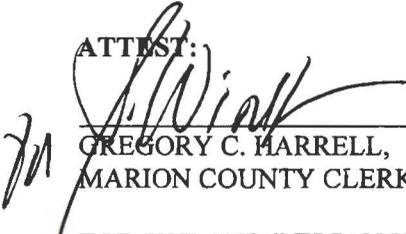
Material Type		Total Annual Estimated Quantity (in Tons)	Plant/Mine/Staging Area Site Address	Hours of Operation	Advance Notice Requested (in hours)	Picked Up Per TON Unit Cost
Material for Limerock Base	*Quantities are annual estimates and is not a guaranteed min/max	\$200,000*	328 Mine	7am - 5pm	0	\$13.00
			14850 CR 328			
			Ocala, FL 34482			
Material for Limerock Stabilized Base	*Quantities are annual estimates and is not a guaranteed min/max	100,000	328 Mine	7am - 5pm	0	\$13.00
			14850 CR 328			
			Ocala, FL 34482			

5. This Amendment adds Exhibit 1, Statute Updates.
6. **Notices.** The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery.

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If SUPPLIER agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, SUPPLIER may designate up to two (2) e-mail addresses: jay@ciicfl.com and contracts@ciicfl.com. Designation signifies SUPPLIER's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:



1/17/2023
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA



1/17/2023
CRAIG CURRY DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

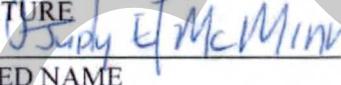
BCC APPROVED: January 17, 2023
21Q-042-CA-02 Limerock Supplier



1/25/2023
FOR: MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

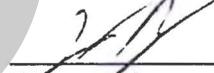
WITNESS:

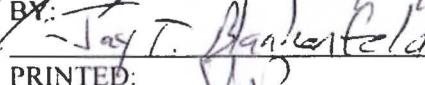


SIGNATURE


PRINTED NAME

COMMERCIAL INDUSTRIAL CORPORATION



1/17/23
BY: DATE


PRINTED:

ITS: (TITLE)

WITNESS:



SIGNATURE
MICHELE Childs

PRINTED NAME

21Q-042-CA-02
Limerock Supplier
EXHIBIT 1, STATUTE UPDATE

1. DEFINITIONS

A. **Section ‘2’** of the Agreement is modified to include Purchase Orders in the definition of Contract Documents: to add that should any conflict arise between the Contract Documents and the Agreement, the term of the Agreement shall govern.

2. EMPLOYEE ELIGIBILITY VERIFICATION

A. **Section ‘19’** of the Agreement regarding E-Verify is deleted in its entirety and replaced with the following:

Section 19 – E-Verify, pursuant to Section 448.095, F.S.

Section 448.095, Florida Statutes, requires SUPPLIER to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits firm from entering into the Agreement unless it is in compliance therewith. Information provided by SUPPLIER is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.

1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
2. SUPPLIER has agreed to perform in accordance with the requirements of this section and agrees:
 - a. SUPPLIER certifies and assures COUNTY that SUPPLIER is currently in full compliance with Section 448.095, Florida Statutes and it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees and will continue to do so throughout the Term. This certification and assurance is a material term on which COUNTY relies in entering into the Agreement.
 - b. COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that SUPPLIER Has knowingly violated Section 448.09(1), Florida Statutes, that is, the SUPPLIER knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
 - c. When SUPPLIER enters into a contract with an employee, a contractor or subcontractor, SUPPLIER shall obtain from that contracting party (“Contracting Party”) an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
 - d. SUPPLIER shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
 - e. SUPPLIER shall immediately terminate the Contracting Party if SUPPLIER has good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, as set forth above.

- f. If COUNTY has good faith belief that SUPPLIER's Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, but that SUPPLIER has otherwise complied, COUNTY shall promptly order SUPPLIER to terminate the Contracting Party. SUPPLIER agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate SUPPLIER.
- g. If COUNTY terminated the Agreement with SUPPLIER, SUPPLIER May not be awarded a public contract for at least one (1) year after the date of termination.
- h. SUPPLIER is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
- i. Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
- j. SUPPLIER shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and its use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k. TO comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and COUNTY may treat a filature to comply as a material breach of the Agreement.

**3. SCRUTINIZED COMPANIES. Section '25' of the Agreement regarding Scrutinized Companies is deleted in its entirety and replaced with the following:
Section 25 – Scrutinized Companies, pursuant to Section 287.135, F.S.**

A. Certification.

- 1. If the Agreement is for One Million Dollars or more, SUPPLIER certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, SUPPLIER was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
- 2. If this Agreement is for any amount, SUPPLIER certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, SUPPLIER was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and SUPPLIER meets any of the following criteria.

- 1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and SUPPLIER is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.
 - , or

- b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
 - 2. Was entered into or renewed on or after July 1, 2012, through September 30, 2015, and SUPPLIER is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
 - 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and SUPPLIER is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
 - 4. Was entered into or renewed on or after July 1, 2018, and SUPPLIER is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
 - 1. Was entered into or renewed on or after July 1, 2018, and
 - 2. SUPPLIER is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

4. **SOVEREIGN IMMUNITY.** Adds Section '30' to the Agreement with the following:

Section 30 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify SUPPLIER, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

5. **ON-GOING COMPLIANCE.** Adds Section '31' to the Agreement with the following:

Section 31 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statues and regulation as some may change from time to time.

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