

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/22/2021

Contract/Lease Control #: C17-2585-PW

Procurement#: PW 59-19

Contract/Lease Type: CONTRACT

Award To/Lessee: SOUTHERN ROCK & LIME, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/12/2017

Expiration Date: 09/30/2022

Description of: LIMEROCK, LIMESTONE & ASPHALT MATERIALS

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: BCC RECORDS

# CERTIFICATE OF LIABILITY INSURANCE

Date  
7/23/2021

**Producer:** Plymouth Insurance Agency  
2739 U.S. Highway 19 N.  
Holiday, FL 34691  
(727) 938-5562

**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 policies below.**

Insurers Affording Coverage

NAIC #

**Insured:** South East Personnel Leasing, Inc. & Subsidiaries  
2739 U.S. Highway 19 N.  
Holiday, FL 34691

Insurer A: Lion Insurance Company

11075

Insurer B:

Insurer C:

Insurer D:

Insurer E:

**Coverages**

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur  General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence Aggregate																
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? <b>NO</b> If Yes, describe under special provisions below.	WC 71949	01/01/2021	01/01/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;"><b>X</b></td> <td style="width: 65%;">WC Statutory Limits</td> <td style="width: 10%;"></td> <td style="width: 20%;">OTH-ER</td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	<b>X</b>	WC Statutory Limits		OTH-ER		E.L. Each Accident		\$1,000,000		E.L. Disease - Ea Employee		\$1,000,000		E.L. Disease - Policy Limits		\$1,000,000
<b>X</b>	WC Statutory Limits		OTH-ER																			
	E.L. Each Accident		\$1,000,000																			
	E.L. Disease - Ea Employee		\$1,000,000																			
	E.L. Disease - Policy Limits		\$1,000,000																			

Other

**Lion Insurance Company is A.M. Best Company rated A (Excellent). A.M.B. # 12616**

**Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:**

Client ID: 92-67-050

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

**Southern Rock & Lime, Inc**

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com

**Project Name:**

ISSUE 07-23-21 (BP)

Begin Date: 3/17/2021

CERTIFICATE HOLDER	CANCELLATION
Okaloosa County Board of County Commissioners  302 N Wilson Street, Suite 301 Crestview, FL 32536	Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**CONTRACT #: C17-2585-PW**  
**SOUTHERN ROCK AND LIME, INC.**  
**LIMEROCK, LIMESTONE & ASPHALT**  
**MATERIALS**  
**EXPIRES: 09/30/2022**



# CONTRACT/LEASE RENEWAL FORM

Date:  
 Company Sothern Rock and Lime  
 Attn:  
 Address  
 City, St, Zip 3260 Stowall Rd.  
 Florala, AL  
 RE: Contract Renewal

CONTRACT#: C17-2585-PW  
 SOUTHERN ROCK & LIME, INC.  
 LIMEROCK, LIMESTONE & ASPHALT MATERIALS  
 EXPIRES: 09/30/2022

Dear Mr. John Clemons, Jr.

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C17-2585-PW for an additional term. The contract renewal period will be 10/1/21 to 9/30/22. The annual budgeted amount for this contract is \$ ~100k-200k+. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

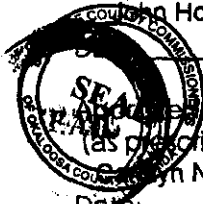
Dept. Director Jason T. Autrey, Digitally signed by Jason T. Autrey, P.E., C.P.M. Date: 2021.06.30 14:35:36 -05'00'  
 Signature: P.E., C.P.M.

Contractor: Jason Clemons  
Southern Rock and Lime, Inc.

Date: \_\_\_\_\_

Approved By: John Hofstad Digitally signed by John Hofstad Date: 2021.07.13 09:46:04Z  
 (as prescribed below on item 1)  
 John Hofstad, County Administrator

Approved By: Jason Clemons



Approved By: Caryn N. Ketchel  
 (as prescribed below on item 1)  
 Caryn N. Ketchel, Chairman  
 Date: JUL 20 2021

Title: Pres.

Date: 6-23-21

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (if applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.  
 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

*Southern Rock and Lime, Inc.*

*3260 Stovall Rd. Florala, AL P.O. Box 297, Blountstown, FL*

*334-858-2464 Scale House 850-762-1912 Corporate Office*

.....

06/23/21

ADDENDUM

Okaloosa County BOCC

To Whom It May Concern:

Due to the time frame since these prices were set and the fluctuation and uncertainty of fuel prices, we would like to place an addendum for a slight increase of the existing contract prices for material and haul rates.

The material cost will be \$10.50 per Ton.

Delivery rate for Steele Pit will be \$6.25 per Ton

Delivery rate for Baker Landfill will be \$8.35 per Ton

Delivery rate for lower ends, re: Ft. Walton area etc. will be \$15.00 per Ton.

If there are any questions or a need to rewrite for signatures, please don't hesitate to call the office at 850-762-1912 or contact Mr. Clemons at 850-643-6397

Regards,

James E. Clemons, Jr.

PRESIDENT

Southern Rock and Lime, Inc.

JEC/cpn

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/13/2020

Contract/Lease Control #: C17-2585-PW

Procurement#: PW 59-19

Contract/Lease Type: CONTRACT

Award To/Lessee: SOUTHERN ROCK AND LIME, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/12/2017

Expiration Date: 09/30/2021 W/1 1 YR RENEWAL

Description of: LIMEROCK, LIMESTONE & ASPHALT MATERIALS

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: BCC RECORDS



# CONTRACT/LEASE RENEWAL FORM

April 28, 2020

CONTRACT#: C17-2585-PW  
SOUTHERN ROCK AND LIME, INC.  
LIMEROCK, LIMESTONE & ASPHALT MATERIALS  
EXPIRES: 09/30/2021 W/1 1 YR RENEWAL

Southern Rock and Lime, Inc.  
Attn: James Clemons, Jr.  
P.O. Box 297  
Blouinstown, FL 32424  
RE: Limerock, Limestone & Asphalt Materials

Dear Mr. Clemons

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C17-2585-PW for an additional term. The contract renewal period will be 10/01/2020 to 09/30/2021. The annual budgeted amount for this contract is \$       . All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director Signature: [Signature]

Contractor: SOUTHERN ROCK AND LIME, INC.

Date: 6/18/20

Approved By: [Signature]

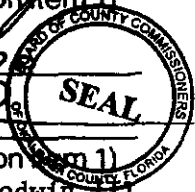
Approved By: [Signature]  
(as prescribed below on item 1)

Date: 6/22/20

Title: President

Approved By: [Signature]  
(as prescribed below on item 1)

Robert A. "Trey" Goodwin III  
Date: JUL 07 2020  
Chairman



County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (if applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.  
If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970



**THIRD AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA  
COUNTY, FLORIDA AND  
SOUTHERN ROCK AND LIME, INC.  
CONTRACT NO. C17-2585-PW**

This Third Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and Southern Rock and Lime, Inc., executed this JUL 07 2020 day of \_\_\_\_\_, 2020, is made a part of the original Agreement dated July 12, 2017, Contract No. C17-2585-PW (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their yearly option to renew the original Agreement for an additional one (1) year term in accordance with Section III of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence October 2020 and shall terminate no later than September 30, 2020.
3. **INSURANCE.** Effective for the term of renewal, the parties wish to amend Attachment "A" of the original Agreement "Insurance Requirements" and replace with Attachment "A" of this Amendment.
4. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Section II of the original Agreement ("Compensation") shall be revised as follows:

The parties desire to amend the Contract to include a reduced price for limerock/limestone delivered to Steele Pit located on Millside Road only. The updated price is \$16.00 per ton delivered to Steele Pit on Millside Rd. All other prices will remain the same.

5. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged



in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "B". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

6. **CIVIL RIGHTS.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
7. **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:
  - a. **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
  - b. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  - c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
  - d. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive





possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

8. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated July 12, 2017 and any amendments thereto, shall remain in full force and effect.
9. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

**(Remainder of Page Intentionally Left Blank)**



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

**SOUTHERN ROCK AND LIME, INC.:**

Jacey  
Signature

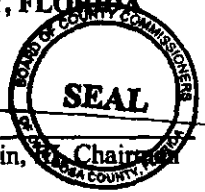
TITLE: Yes

James E. Clemens Jr  
Print Name

**ATTEST:**

**OKALOOSA COUNTY, FLORIDA**

J.D. Peacock II, Clerk  
J.D. Peacock II, Clerk 

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



**ATTACHMENT "A"**  
**Insurance Requirements**



## **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 01/2/2019

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site



connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

#### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.



## INSURANCE LIMITS OF LIABILITY

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

	<b><u>LIMIT</u></b>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

## NOTICE OF CLAIMS OR LITIGATION

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

## INDEMNIFICATION & HOLD HARMLESS

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



## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

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



Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

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

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

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

#### **EXCESS/UMBRELLA INSURANCE**

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





**ATTACHMENT "B"**  
**Scrutinized Companies Certificate**



VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate \_\_\_\_\_, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

SIGNATURE: James E. Clamans Jr

NAME: James E. Clamans Jr  
(Typed or Printed)

TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_



**ATTACHEMENT "C"**  
**Civil Rights Clauses**



## Attachment "C"

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)



## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/18/2017

Contract/Lease Control #: C17-2585-PW

Bid #: RFB PW 59-17

Contract/Lease Type: CONTRACT

Award To/Lessee: SOUTHERN ROCK AND LIME, INC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 7/12/2017

Expiration Date: 9/30/2019

Description of Contract/Lease: LIMEROCK, LIMESTONE & ASPHALT MATERIALS

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: Finance Department Contracts & Grants Office



# CERTIFICATE OF LIABILITY INSURANCE

Date  
12/10/2019

**Producer:** Plymouth Insurance Agency  
2739 U.S. Highway 19 N.  
Holiday, FL 34691  
(727) 938-5562

**Insured:** South East Personnel Leasing, Inc. & Subsidiaries  
2739 U.S. Highway 19 N.  
Holiday, FL 34691

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 policies below.

Insurers Affording Coverage		NAIC #
Insurer A: Lion Insurance Company	11075	
Insurer B:		
Insurer C:		

## Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Claims Made <input type="checkbox"/> Occur  General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$
						Damage to rented premises (EA occurrence)	\$
						Med Exp	\$
						Personal Adv Injury	\$
						General Aggregate	\$
						Products - Comp/Op Agg	\$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$
						Bodily Injury (Per Person)	\$
						Bodily Injury (Per Accident)	\$
						Property Damage (Per Accident)	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence	\$
						Aggregate	\$
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? <b>NO</b> If Yes, describe under special provisions below.	WC 71949	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> OTH-ER	E.L. Each Accident \$1,000,000 E.L. Disease - Ea Employee \$1,000,000 E.L. Disease - Policy Limits \$1,000,000

Other **Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**

**Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:** Client ID: 92-67-050  
 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":  
**Southern Rock & Lime, Inc**  
 Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.  
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.  
 A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com  
**Project Name:**

ISSUE 10-23-19 (SS)

**CONTRACT#: C17-2585-PW**  
**SOUTHERN ROCK & LIME, INC.**  
**LIMEROCK, LIMESTONE & ASPHALT MATERIALS**  
**EXPIRES: 09/30/2020**

CERTIFICATE HOLDER OKALOOSA COUNTY PURCHASING DEPARTMENT 5479A OLD BETHEL ROAD CRESTVIEW, FL 32536	CANG Should issuing left, but agents or representatives
--	---

*[Signature]*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2019

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 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).

<b>PRODUCER</b> STOUTAMIRE INSURANCE, INC. PO BOX 360  BLOUNTSTOWN FL 32424	<b>CONTACT NAME:</b> BILL STOUTAMIRE <b>PHONE (A/C, No, Ext):</b> 850-674-5974 <b>E-MAIL ADDRESS:</b> stoutmyr@gtcom.net	<b>FAX (A/C, No):</b> 850-674-8307
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  SOUTHERN ROCK AND LIME, INC. PO BOX 297  BLOUNTSTOWN FL 32424	<b>INSURER A:</b> EVANSTON INSURANCE COMPANY	
	<b>INSURER B:</b> OWNERS INSURANCE COMPANY	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	3AA345088	06/20/2019	06/20/2020	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 1,000,000.00
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	45-009-513-01	04/20/2019	04/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		MKLV2EUL103403	06/20/2019	06/20/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			DON'T WRITE WC 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)

OKALOOSA COUNTY IS LISTED AS AN ADDITIONAL INSURED IN RESPECTS TO GENERAL LIABILITY AND BUSINESS AUTO.

**CONTRACT #: C17-2585-PW**  
**SOUTHERN ROCK AND LIME, INC.**  
**LIMEROCK, LIMESTONE**  
**& ASPHALT MATERIALS**

**CERTIFICATE HOLDER**      **EXPIRES: 09/30/2020**

**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

WILLIAM F STOUTAMIRE/FLORIDA RESIDENT AGENT/LIC. #A255913

OKALOOSA COUNTY PURCHASING DEPARTMENT  
 5479A OLD BETHEL ROAD  
 CRESTVIEW, FL 32536

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/23/2019

Contract/Lease Control #: C17-2585-PW

Procurement#: PW 59-19

Contract/Lease Type: CONTRACT

Award To/Lessee: SOUTHERNROCK AND LIME, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/12/2017

Expiration Date: 09/30/2020

Description of  
Contract/Lease: LIMEROCK, LIMESTONE & ASPHALT MATERIALS

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: 017-2585-PW Tracking Number: 3671-20  
Procurement/Contractor/Lessee Name: Southern Rock Grant Funded: YES \_\_\_ NO X  
Purpose: amendment to cost  
Date/Term: 9-30-20  
Amount: \_\_\_\_\_  
Department: PW  
Dept. Monitor Name: Audrey

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

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 10-7-19  
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

**2CFR Compliance Review (if required)**

Approved as written: no back bids  
Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached  
Date: 10-7-19  
Edith Gibson or Karen Donaldson

**County Attorney Review**

Approved as written: see email attached  
Date: 10-8-19  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
Date: \_\_\_\_\_  
Finance Manager or designee

## DeRita Mason

---

**From:** Karen Donaldson  
**Sent:** Monday, October 7, 2019 10:51 AM  
**To:** DeRita Mason  
**Subject:** RE: C17-2585-PW

DeRita

This is approved for insurance purposes. Please note that workers compensation insurance which is required by the contract is not in file.

Thank you

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



*Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Monday, October 7, 2019 10:24 AM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** C17-2585-PW

Please review and approve the attached.

Thank you,

DeRita Mason

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, October 8, 2019 4:45 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Karen Donaldson  
**Subject:** RE: C17-2585-PW  
**Attachments:** 2nd amendment to c17-2585-pw.docx

One minor revision. As revised this is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

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

---

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Monday, October 7, 2019 11:24 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** C17-2585-PW

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960

**SECOND AMENDMENT TO CONTRACT (C17-2585-PW) BETWEEN SOUTHERN  
ROCK AND LIME, INC. AND OKALOOSA COUNTY**

THIS SECOND AMENDMENT made and entered into this 19th day of November, 2019, amends the contract C17-2585-PW, dated July 12, 2017, by and between Okaloosa County, Florida, a political subdivision of the State of Florida ( the "County") and Southern Rock and Lime, Inc. (the "Contractor").

**WHEREAS**, on July 12, 2017, the County and Contractor entered into a Contract (C17-2585-PW), which authorizes Contractor to provide limerock, limestone and asphalt millings as required by the County; and

**WHEREAS**, the parties desire to amend the Contract to include a reduced price for limerock/limestone delivered to Steele Pit located on Millside Road only.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the parties hereby agree to amend C17-2585-PW as follows:

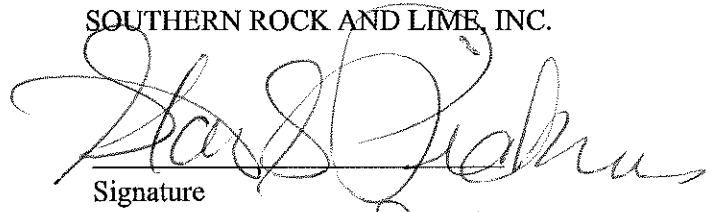
1. C17-2585-PW is hereby amended to include a new limerock/limestone price of \$16.00 per ton delivered to Steele Pit located on Millside Road only. Price change shall stay in effect thru September 30, 2020.
2. **VENDORS ON SCRUTINIZED COMPANIES LISTS:** By executing this Agreement, Concessionaire, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Concessionaire is found to have submitted a false certification as to the above or if the Concessionaire is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Concessionaire has submitted a false certification, the County will provide written notice to the Contractor. Unless the Concessionaire demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Concessionaire, and the

Concessionaire will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Concessionaire. If federal law ceases to authorize the states to adopt and enforce this particular contract provision shall be null and void.

3. All other provisions of the Contract shall remain in full force and effect.

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

SOUTHERN ROCK AND LIME, INC.



Signature

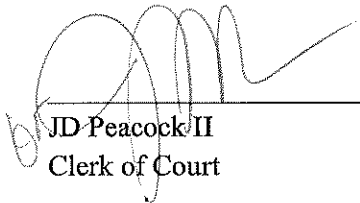
Star S. Pickron

Printed Name /Title

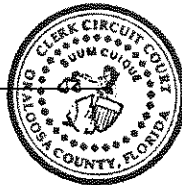
Finance Manager

ATTEST:

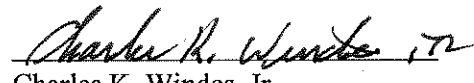
CLERK OF COURTS



JD Peacock II  
Clerk of Court

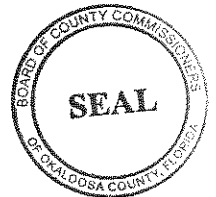


OKALOOSA COUNTY, FLORIDA



Charles K. Windes, Jr.

Chairman, Board of County Commissioners





# CONTRACT/LEASE RENEWAL FORM

March 12, 2019

CONTRACT: C17-2585-PW  
SOUTHERN ROCK AND LIME, INC.  
LIMEROCK, LIMESTONE & ASPHALT MATERIALS  
EXPIRES: 09/30/2020

Southern Rock and Lime, Inc.

Attn: James Clemons, Jr.

P.O. Box 297

Blountstown, FL 32424

RE: Limerock, Limestone & Asphalt Materials

Dear James:

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C17-2585-PW for an additional term. The contract renewal period will be 10/01/2019 to 09/30/2020. The annual budgeted amount for this contract is \$ Est > \$100k. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

**If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).**

### COUNTY REPRESENTATIVES

Dept. Director

Signature: [Signature]  
For Jason Aubrey

Date: 7-24-19

Approved By: [Signature]  
(as prescribed below on item 1)

Date: 07/29/2019

Approved By: [Signature]  
(as prescribed below on item 1)

Date: 07.29.2019

### AUTHORIZED COMPANY REPRESENTATIVE

Contractor: Southern Rock & Lime

Approved By: [Signature]

Title: Pres

Date: 7/15/19

### County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.  
If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970



\_\_\_\_\_  
John Hofstad/County Administrator

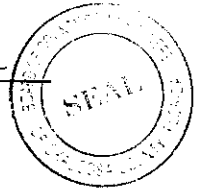
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

*[Handwritten Signature]*  
*7/30/19*

\_\_\_\_\_  
Charles K. Windes, Jr., Chairman

Date: AUG 20 2019



ATTEST:

\_\_\_\_\_  
J.D. Peacock II, Clerk





**FIRST AMENDMENT TO CONTRACT (C17-2585-PW) BETWEEN SOUTHERN ROCK  
AND LIME, INC. AND OKALOOSA COUNTY**

THIS FIRST AMENDMENT made and entered into this 17th day of October, 2017, amends the contract C17-2586-PW, dated July 12, 2017, by and between Okaloosa County, Florida, a political subdivision of the State of Florida ( the "County") and Southern Rock and Lime, Inc. (the "Contractor").

**WHEREAS**, on July 12, 2017, the County and Contractor entered into a Contract (C17-2585-PW), which authorizes Contractor to provide limerock, limestone and asphalt millings as required by the County; and

**WHEREAS**, the parties desire to amend the Contract to include a reduced price for limerock/limestone delivered to Steele Pit located on Millside Road only.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the parties hereby agree to amend C17-2585-PW as follows:

1. C17-2585-PW is hereby amended to include a new limerock/limestone price of \$16.00 per ton delivered to Steele Pit located on Millside Road only. Price change shall stay in effect thru September 30, 2019.
2. All other provisions of the Contract shall remain in full force and effect.

(This area left intentionally blank.)

1 of 2 Page  
1<sup>st</sup> Amendment to C17-2586-PW

CERTIFIED A TRUE  
AND CORRECT COPY  
JO PEACOCK II  
CLERK CIRCUIT COURT

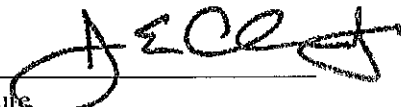
BY Mary A. Carson  
DEPUTY CLERK

DATE October 19, 2017



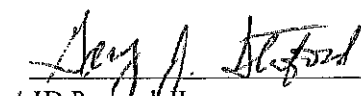
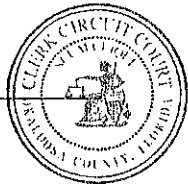
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

SOUTHERN ROCK AND LIME, INC.

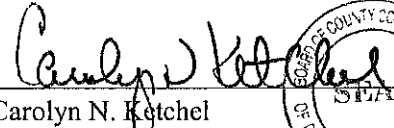

  
\_\_\_\_\_  
Signature  
James E Clemons, Jr  
\_\_\_\_\_  
Printed Name / Title President

ATTEST:

CLERK OF COURTS

  
\_\_\_\_\_  
JD Peacock II  
Clerk of Court  


OKALOOSA COUNTY, FLORIDA

  
\_\_\_\_\_  
Carolyn N. Ketchel  
Chairman, Board of County Commissioners  


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

Procurement/Contract/Lease Number: C17-2585-PW Tracking Number: 2016-18  
Procurement/Contractor/Lessee Name: SouthernKak; Line Inc. Grant Funded: YES  NO   
Purpose: Amendment #1  
Date/Term: \_\_\_\_\_ 1.  GREATER THAN \$50,000  
Amount: \_\_\_\_\_ 2.  GREATER THAN \$25,000  
Department: PW 3.  \$25,000 OR LESS  
Dept. Monitor Name: Auby

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
[Signature] Date: 10-2-17  
Purchasing Director or designee Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

**2CFR Compliance Review (if required)**  
Approved as written: NA Date: \_\_\_\_\_  
Grants Coordinator Renee Biby

**Risk Management Review**  
Approved as written: [Signature] Date: 10-3-17  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**  
Approved as written: see email attached Date: 10/3/17  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Contracts & Grants Office**  
Document has been received: \_\_\_\_\_ Date: \_\_\_\_\_  
Contracts & Grants Manager Marcella Eubanks, Mindy Kovalsky, Ashley Endris

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, October 03, 2017 1:20 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: C17-2585-pw Southern Rock and Lime Amendment

Hey DeRita:

This is approved for legal purposes.

Have a good day,  
Kerry

---

**From:** DeRita Mason [mailto:dmason@co.okaloosa.fl.us]  
**Sent:** Monday, October 02, 2017 2:56 PM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** C17-2585-pw Southern Rock and Lime Amendment

Please review and approve for October 17, board meeting.

Thanks,

DeRita



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@co.okaloosa.fl.us](mailto:dmason@co.okaloosa.fl.us)

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

## NOTICE OF AWARD

TO: Southern Rock and Lime Inc.  
P.O. Box 297  
Blountstown, FL 32424

PROJECT: Provide Limerock, Limestone & Asphalt Millings, Various Rock Sizes

DESCRIPTION: RFB PW 59-17

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

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

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

Dated this 30<sup>th</sup> day of JUNE, 2017

**OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**

BY:  TITLE Purchasing Director  
Greg Kisela

### ACCEPTANCE OF NOTICE

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

BY: 

This the 22<sup>nd</sup> day of June, 2017.

BY: James E. Clemons Jr.

Title: President





**CONTRACT**  
**FOR RFB PW 59-17**  
**With Southern Rock and Lime, Inc.**  
**Provide Base & Milling Materials – Limerock, Limestone & Asphalt Millings**

This Contract executed and entered into this 12<sup>th</sup> day of July, 2017, between Okaloosa County, Florida, (hereinafter the “County”), whose principal address 1250 N. Eglin Parkway, Shalimar, FL 32579, and Southern Rock and Lime, Inc., a foreign profit corporation, whose address is 3260 Stovall Rd., Florala, AL 36442 (hereinafter the “Contractor), and states as follows:

**WITNESSETH:**

**I. Incorporation of Documents**

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

1. Request for Bids & Acknowledgment/Contractor’s Submittal to **RFB PW 59-17, Provide Base & Milling Materials – Limerock, Limestone & Asphalt Millings**, date of opening May 17, 2017 and any addendums thereto.
2. **Exhibit “B”-General Grant Funding Conditions**, attached hereto and made a part of the contract.

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

All attachments stated above and this Contract are the entire Contract Documents between the parties.

**II. Scope of Services and Payment**

The Scope of this Contract is for the Contractor to provide base and milling materials – limerock, limestone & asphalt millings to the County on an as-needed basis. Further detail of the scope is outlined in attached Exhibit “A”. There are no guaranteed quantities to be purchased.

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

CERTIFIED A TRUE  
AND CORRECT COPY

JD PEACOCK II  
CLERK CIRCUIT COURT

BY   
DEPUTY CLERK

DATE 7/13/17



### III. Duration of Contract and Termination of the Contract

The Contract will be valid when fully executed by both parties.

The term of this Contract shall be from full execution of this Contract by both parties through September 30, 2019, and may be renewed for two (2) additional one (1) year periods upon agreement in writing and execution by both parties and upon advance notice of ninety (90) days. The County may terminate the Contract with or without cause by providing thirty (30) calendar days written notice to the Contractor. If terminated, Contractor shall be owed for materials provided and accepted by the County up until the point of termination.

### IV. Notice

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

The authorized representative of the County shall be:

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

The authorized representative(s) for Southern Rock and Lime, Inc. shall be:

James Clemons, Jr.  
President/Southern Rock and Lime, Inc.  
P.O. Box 297  
Blountstown, FL 32424  
Phone: 850-674-9010  
Email: [southernrock2@gmail.com](mailto:southernrock2@gmail.com)

Courtesy copy to:

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

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

## V. Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

## VI. Public Records, Records Retention, and Audits

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

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

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

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

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

## **VII. Assignment**

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

## **VIII. Entire Contract & Waivers**

This Contract and Exhibit "A" as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

## **IX. Severability**

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

## **X. Independent Contractor**

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

## **XI. Third Party Beneficiaries**

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third

party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

## **XII. Indemnification and Hold Harmless**

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

## **XIII. Federal Grant Funds**

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

## **XIV. Insurance**

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

(This part of the page left blank intentionally)

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

SOUTHERN ROCK AND LIME INC.

James E. Clemons Jr  
Signature

JAMES E Clemons Jr  
Print Name

Date: 6/22/17

WITNESS FOR CONTRACTOR

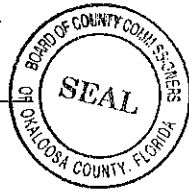
Sheila DeShazo  
Signature

Sheila DeShazo  
Print Name

OKALOOSA COUNTY, FLORIDA

Carolyn N. Ketchel  
Carolyn N. Ketchel, Chairman

Date: 7/22/2017



ATTEST:

J.D. Peacock, II  
J.D. Peacock, II, Clerk







EXHIBIT "A"

REQUEST FOR BID (RFB) & RESPONDENT'S ACKNOWLEDGEMENT

RFB TITLE: PROVIDE LIMEROCK, LIMESTONE, & ASPHALT MILLINGS, VARIOUS ROCK SIZES
RFB NUMBER: RFB PW 59-17

LAST DAY FOR QUESTIONS: May 11, 2017 3:30 P.M. cst

RFB OPENING DATE & TIME: May 17, 2017 3:30 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: SOUTHERN ROCK AND LIME, INC
MAILING ADDRESS: P.O. BOX 297
CITY, STATE, ZIP: BLOUNTSTOWN FLORIDA 32424
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 41-2069998
TELEPHONE NUMBER: 850-674-5089 EXT: FAX: 850-674-9010
EMAIL: SOUTHERNROCK7@GMAIL.COM

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

AUTHORIZED SIGNATURE: [Signature] TYPED OR PRINTED NAME: JAMES E. CLEMENS, JR
TITLE: PRESIDENT DATE: 5/17/2017

# NOTICE TO RESPONDENTS

## RFB PW 59-17

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:30 p.m. (CST) May 17<sup>th</sup>, 2017**, to **Provide limerock, limestone, & asphalt millings, various rock sizes.**

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 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 **3:30 p.m. (CST), May 17<sup>th</sup>, 2017**, 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 "**Provide limerock, limestone, & asphalt millings, various rock sizes.**"

The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening in the **Conference & Training Room #305 – (old First National Bank Bldg.)** located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted prior to bid opening by being delivered in person or by mail to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Respondents using mail or delivery services assume all risks of late or non-delivery.

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

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

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

All bids should be addressed as follows:

**Provide limerock, limestone, & asphalt millings, various rock sizes.**

**RFB PW 59-17**

Clerk of Circuit Court

Attn: BCC Records

Newman C. Brackin Bldg.

302 N. Wilson Street #203

Crestview, Florida 32536



\_\_\_\_\_  
Gregory Kisela  
Purchasing Director



\_\_\_\_\_  
Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Carolyn N. Ketchel  
Chairman



## BID REQUIREMENTS

### Specifications

- 1) General – it is the purpose and intent of this bid to secure the supplies and/or services listed herein for the County of Okaloosa, Florida.
- 2) Time of Acceptance – no bid may be withdrawn until 60 days after bid opening date. Awarding will be made at the earliest possible date.
- 3) Bid prices shall be firm, for a minimum of 12 months, with price increases upon approval annually during the term of the contract.
- 4) Materials must meet current Florida Department of Transportation specifications for Road and Bridge Construction per 2013 edition and all supplements thereto, if any.
- 5) Materials are to be placed in County trucks, and/or delivered to jobsites as required or any other place as directed by the Board of County Commissioners and at specified times by the requesting department. This will be done during normal working hours from 6:00 a.m. – 5:00 p.m., Monday through Friday, and on Saturdays when required. (list days and hours of plant operation and submit with bid)
- 6) Bidders must have their facility located within **50 miles** of the Okaloosa County Road Department located at 1759-A S. Ferdon Blvd, Crestview, Florida.
- 7) Bidders must be capable of handling the County's daily requirement of limerock, coarse aggregate, or asphalt millings (list facilities daily capacity and submit with bid).
- 8) Bidder must be able to provide adequate number of dump trucks to meet the County's daily requirement of material to be delivered to jobsites. Approximately 50% of all materials ordered will require delivery to jobsite(s), the remainder will be delivered for stock purposes at locations specified by the County (i.e. Baker pit, & Public Works yards)
- 9) State exact location(s) of your facilities in bid.
- 10) Okaloosa County will not accept bids which require an hourly rate for delivery. Bidders must understand that your per ton price must include mileage, fuel, employee costs, etc.
- 11) Bidders will have to assure the County, in writing, that they will be able to furnish the County's material requirements, and all materials will meet current Florida Department of Transportation specifications (items 5-11 must be addressed in writing and submitted with bid).
- 12) The County reserves the right to award contract to one or more bidders or to award the bid to the lowest, most responsive and responsible bidder, taking into consideration plant locations, days and hours of operation, mileage and travel time (to and from) road conditions, facility capacity, adequate number and size of trucks and personnel to meet the County's daily needs and etc.

- 13) Inspection – all supplies and workmanship shall be subject to inspection and test at plant site and/or after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirements, the County shall have the right to reject such articles.
- 14) Payments – the contractor shall be paid upon submission of invoices, in duplicate, to the Okaloosa County Board of Commissioners, Finance Department, 101 E. James Lee Blvd, Crestview, Florida 32536. The prices stipulated herein for articles delivered and accepted. Invoices must show purchase order numbers.
- 15) Test Data – for materials requiring compliance with FDOT specifications (limerock base) current certified test data reflecting standard materials properties (proctor density, LBR values, etc., shall be provided by the vendor prior to delivery or upon request. The testing shall be conducted not more than 3 months prior to the bid award.
- 16) Stockpiles – stockpile of material shall be in a configuration agreed upon with the designated Okaloosa County representative.
- a) Not exceed a height greater than eight (8) feet when creating stockpiles
  - b) Not reconfigure stockpiles. This will be done by County personnel
  - c) Stockpiles are to be located at County owned pits on Keyser Mill Road and Millside Road (generally known as the Baker pit and Steele pit respectively) if not delivered to a specified location. Yard locations are 1759-A S. Ferdon Blvd, Crestview, Florida & 84 Ready Avenue, Fort Walton Beach, Florida.

Table 1  
Standard Sizes of Coarse Aggregate

Size No.	Nominal Size
1	3.5 to 1.5 inches
2	2.5 to 1.5 inches
24	2.5 to ¾ inch
3	2 inches to 1 inch
357	2 inches to No. 4
4	1.5 inches to ¾ inch
467	1.5 inch to No. 4
5	1 inch to .5 inch
56	1 inch to 3/8 inch
57	1 inch to No. 4
6	¾ inch to 3/8 inch
67	¾ inch to No. 4
68	¾ inch to No. 8
7	.5 inch to No. 4
78	.5 inch to No. 8
8	3/8 inch to No. 8
89	3/8 inch to No. 16
9	No. 4 to No. 16
10	No. 4 to 0

**TERM OF CONTRACT:**

The term of this contract shall be from completion of signatures by both parties through September 30, 2019 and may be renewed for two (2) additional one (1) year periods upon agreement in writing by both parties and upon advance notice of ninety (90) days.

(This part of the page left blank intentionally)

# **GENERAL SUPPLY/CONSTRUCTION INSURANCE REQUIREMENTS**

REVISED: 02/09/2016

## **BONDING REQUIREMENTS**

There are no bonding requirements.

## **RESPONDENT'S INSURANCE**

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities 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

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to 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, of the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR

above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

## **GENERAL TERMS**

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

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

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

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

## **UMBRELLA INSURANCE**

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

## GENERAL 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: [dmason@co.okaloosa.fl.us](mailto:dmason@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 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.

It is preferred that all signatures 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. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wish 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 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., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

**16. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**17. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

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

**19. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

**20. 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.

**21. 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.**

**22. 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.

**23. 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.

**24. 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.

- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.

**31. The following documents shall 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. Recycled Content Form
- F. Indemnification and Hold Harmless
- G. Prohibition to Lobbying
- H. Company Data
- I. Addendum Acknowledgement
- J. Anti-Collusion Statement
- K. 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: 5/17/2017

COMPANY: SOUTHERN ROCK AND LIME, INC

ADDRESS: 3260 STOVALL RD

FLORACA, ALABAMA

36442

PHONE NO.: 850-674-5089

SIGNATURE: 

NAME: JAMES E. CLEMONS JR  
(Typed or Printed)

TITLE: PRESIDENT

E-MAIL: SOUTHERNROCKLZ@GMAIL.COM



# 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)

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FIRM NAME: SOUTHERN ROCK AND LIME, INC

BY (PRINTED): JAMES E CLEMENS JR

BY (SIGNATURE): 

TITLE: PRESIDENT

ADDRESS: 3260 STOVALL RD

FLORALA, ALABAMA 36442

PHONE NO. 850-674-5089

E-MAIL SOUTHERNROCK2@GMAIL.COM

DATE 5/17/2017



## 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.

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

DATE: 5/17/2017

SIGNATURE: 

COMPANY: SOUTHERN ROCK AND LIME INC

NAME: JAMES E CLEMONS JR.

ADDRESS: 3260 STOVALL RD  
FLORALA, ALABAMA 36442

TITLE: PRESIDENT

E-MAIL: SOUTHERNROCK2@GMAIL.COM

PHONE NO.: 850-674-5089



# RECYCLED CONTENT FORM

## RECYCLED CONTENT INFORMATION

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

Product Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes  No

Specify: IF Selling or hauling Millings  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes  No

Specify: IF ~~to~~ Come Back at later date and Removed I think it would be Recycled then  
\_\_\_\_\_  
\_\_\_\_\_

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

Name of Respondent: JCEJ

E-Mail: SOUTHERNROCKZ@GMAIL.COM

## INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to 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.

Southern Rock and Lime, Inc.

Respondent's Company Name

3260 Spoval Rd. Florina, AL 36442

Physical Address

P.O. Box 297 Brownsboro, AL 32424

Mailing Address

850-674-5089

Phone Number

850-643-6397

Cellular Number

5/17/2017

Date

J. E. Clemens Jr.

Authorized Signature – Manual

JAMES E CLEMENS JR

Authorized Signature – Typed

PRESIDENT

Title

850-674-9010

FAX Number

850-643-6397

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

J. C. Jones Signature of Contractor's Authorized Official

Pres. Name and Title of Contractor's Authorized Official

5-17-17 Date

## COMPANY DATA

Respondent's Company Name:

SOUTHERN ROCK AND LIME, INC.

Physical Address & Phone #:

3260 STOVALL RD.

FLORALA, AL 36442

850-674-5089

Contact Person (Typed-Printed):

JAMES E Clemons JR,

Phone #:

850-674-5089

Cell #:

850-643-6397

Federal ID or SS #:

41-2069998

DUNS #:

Respondent's License #:

Fax #:

850-674-9010

Emergency #'s After Hours,  
Weekends & Holidays:

850-643-6397

## ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.	DATE
None	Advised

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

**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).

SOUTHERN ROCK AND LIME, INC.  
Bidder's Company Name

3260 STOVALL RD.

FLORALA, ALABAMA 36442  
Address

850-674-5089  
Phone #

41-2069998  
Federal ID # or SS #

  
Authorized Signature - Manual

JAMES E CLEMONS JR  
Authorized Signature - Typed

PRESIDENT  
Title

850-674-9010  
Fax #



# SOUTHERN ROCK

## BID SHEET

Date Submitted: 5-17-17

### BID SHEET

**BID #RFB PW 59-17: Provide Limerock, Limestone, & Asphalt Millings, various Rock Sizes**

#### Limerock Base Material (as described in FDOT specifications 2013 section 911)

Price per ton picked up at facility \$ 10.00  
Price per ton delivered within 25 miles of Ft Walton Beach, FL \$ 24.00  
Price per ton delivered within 25 miles of Crestview, FL \$ 18.00

#### Limestone Base Material (coarse aggregate, see table 1, as described in FDOT specifications 2013 section 901)

Price per ton picked up at plant \$ NO Bid  
Price per ton delivered within 25 miles of Ft Walton Beach, FL \$ NO Bid  
Price per ton delivered within 25 miles of Crestview, FL \$ NO Bid

#### Asphalt Millings (as described in FDOT specifications 2013 section 283-2)

Price per ton picked up at plant \$ NO Bid  
Price per ton delivered within 25 miles of Ft Walton Beach, FL \$ NO Bid  
Price per ton delivered within 25 miles of Crestview, FL \$ NO Bid

#### #57 Stone Coarse Aggregate (as described in FDOT specifications 2013 section 901)

Price per ton picked up at facility \$ NO Bid  
Price per ton delivered within 25 miles of Ft Walton Beach, FL \$ NO Bid  
Price per ton delivered within 25 miles of Crestview, FL \$ NO Bid

#### #4 Stone Coarse Aggregate (as described in FDOT specifications 2013 section 901) as used for underdrains

Price per ton picked up at facility \$ NO Bid  
Price per ton delivered within 25 miles of Ft Walton Beach, FL \$ NO Bid  
Price per ton delivered within 25 miles of Crestview, FL \$ NO Bid

**Class I RipRap Rubble (Bank & Shore Protection FDOT section 530)**

Price per ton picked up at facility \$ no bid

Price per ton delivered within 25 miles of Ft Walton Beach, FL \$ no bid

Price per ton delivered within 25 miles of Crestview, FL \$ no bid

**Class II RipRap Rubble (Bank & Shore Protection FDOT section 530)**

Price per ton picked up at facility \$ no bid

Price per ton delivered within 25 miles of Ft Walton Beach, FL \$ no bid

Price per ton delivered within 25 miles of Crestview, FL \$ no bid

**EXHIBIT B**  
**GENERAL GRANT FUNDING CONDITIONS**

This Contract is either fully or partially Grant funded. Contractor shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms:** The contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the contractor has established delivery schedules, where permitted, to encourage such businesses respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.
6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages

specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

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

place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

16. **Record Retention:**

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

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

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

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

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

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

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

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

DATE: 6-22-2017

SIGNATURE: 

COMPANY: Southern Rock and Lime

NAME: James E. Clemens Jr.

ADDRESS: Po Box 297  
Blountstown, Fl  
32424

TITLE: Pres.

E-MAIL: southernrock2@gmail.com

PHONE NO.: 850-674-5089



CA #18

## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** July 11, 2017  
**TO:** Honorable Chairman and Members of the Board  
**FROM:** Greg Kisela  
**SUBJECT:** Contract for Limerock/Limestone Materials  
**DEPARTMENT:** Purchasing  
**BCC DISTRICT:** ALL

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**STATEMENT OF ISSUE:** Purchasing requests approval of the contracts with Anderson Columbia Company, Inc., Vulcan Construction Materials, LLC, and Southern Rock and Lime, Inc. to provide base and milling materials-limerock, limestone and asphalt millings.


**BACKGROUND & ANALYSIS:** On June 6, 2017, the Board approved the awards to Anderson Columbia Company, Inc., Vulcan Construction Materials, LLC, and Southern Rock and Lime, Inc. to provide base and milling materials-limerock, limestone and asphalt millings. The contractors will provide the materials on an as-needed basis and there are no guarantees for the amount that might be purchased. The contracts are now complete and are ready for the Chairman's signature.

**OPTIONS:** Approve/Deny

**RECOMMENDATION:** Approval of the contracts with Anderson Columbia Company, Inc., Vulcan Construction Materials, LLC, and Southern Rock and Lime, Inc., and authorization for the Chairman to sign the documents.

  
\_\_\_\_\_  
Greg Kisela, Purchasing Director 6/28/2017

**RECOMMENDED BY:**

  
\_\_\_\_\_  
John Hofstad, County Administrator 7/3/2017

**APPROVED BY:**  
John Hofstad, County Administrator

SCANNED



## CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>TBD</u>	Tracking Number: <u>2446-17</u>
Contractor/Lessee Name: <u>Southern Rock's Lime</u>	Grant Funded: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Purpose: <u>Limerock, Limestone, asphalt materials</u>	
Date/Term: <u>3 yrs w 2 1 yr renewals</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>unit price</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>PW</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Autry</u>	
Document has been reviewed and includes any attachments or exhibits.	

### Purchasing Review

Procurement requirements are met:

DeRita Mason  
Purchasing Director or designee

Date: 6-6-17

Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

### Risk Management Review

Approved as written:

Krystal King  
Risk Manager or designee

Date: 6-8-17

Laura Porter or Krystal King

### County Attorney Review

Approved as written:

\_\_\_\_\_  
County Attorney

see email attached

Date: 6-7-17

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

Following Okaloosa County approval:

### Contracts & Grants

Document has been received:

\_\_\_\_\_  
Contracts & Grants Manager

Date: \_\_\_\_\_



## DeRita Mason

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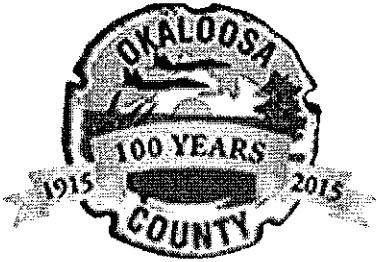
**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Wednesday, June 07, 2017 10:47 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Contract w/southern rock RFB 59-17

This is approved for legal purposes.

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**From:** DeRita Mason [mailto:dmason@co.okaloosa.fl.us]  
**Sent:** Wednesday, June 07, 2017 11:29 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** Contract w/southern rock RFB 59-17

Draft of the contract, Exhibit B page has been fixed on my end.



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@co.okaloosa.fl.us](mailto:dmason@co.okaloosa.fl.us)

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# Search Results

**Current Search Terms: southern\* rock\* and\* lime\* inc.\***

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**No records found for current search.**

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