

**CONTRACT NO. 0117-2010 CLS
SUPPLY OF HIGH CALCIUM BULK QUICKLIME**

The Parties to this Contract, dated this 15th day of November, 2017, are the City of Daytona Beach, a Florida municipal corporation (the "City"), and Carmeuse lime & Stone, Inc., a foreign profit corporation authorized to do business in the State of Florida ("Vendor").

WITNESSETH:

WHEREAS, the City issued Invitation to Bid No. 0117-2010 ("ITB"), for the supply of high calcium bulk quicklime (hereinafter "Quicklime")—for a Term of one year commencing on October 3, 2017, and ending on October 2, 2018, with the City having two one-year renewal options subject to (i) the vendor's right to submit proposed price increases for the renewal period, based solely upon increases in Vendor's costs, such as material costs, with accompanying cost data, within a 180 days prior to renewal, to take effect at the renewal date; (ii) the City's right to review the proposed increase and within 60 days of submittal of the proposed increase, approve or reject such increases, (iii) the vendor's right to opt out of the renewal within 10 days of receiving the City's rejection; and

WHEREAS, the ITB provided that the City award may be made by lot, meaning that the City has the right to enter into two separate contracts for the supply of bulk lime and SALT respectively; and

WHEREAS, the ITB provided that the Vendor's bid constitutes an offer, which the City may accept by issuance of a purchase order, and that upon such acceptance the contract between City and Vendor would consist of (i) the Bid Proposal and all other documents submitted by the Vendor as part of the Bidder's bid, and (ii) the ITB and all documents attached or incorporated to the ITB, including Instructions to Bidders, Standard Terms and Conditions, Supplemental Terms and Conditions, and Addenda issued while bids were open (Addenda 1 and 2); and

WHEREAS, the documents referenced in the preceding paragraph did not include Attachment A, regarding Public Records, which is required to be incorporated into the City's contracts for services by Florida law, or Attachment B, regarding Indemnification and Insurance, which the City requires for services such as those to be provided by Vendor; and

WHEREAS, Vendor submitted the sole responsive bid for provision of Quicklime in response to the ITB; and

WHEREAS, in accordance with Section 30-82(10) of the City's Purchasing Code, the City and Vendor have negotiated proposed contract terms to include Attachments A and B.

NOW, THEREFORE, the City and VENDOR agree as follows, based upon the mutual valuable consideration herein contained.

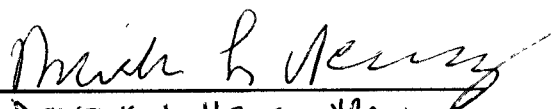
1. Vendor agrees to supply the City with Quicklime on an as-needed basis during the Term of this Contract, as referenced in the foregoing recitals, at a unit price of \$232.50/ton, as referenced in the Bid Schedule attached to Vendor's Bid, subject to the terms and conditions of this Contract.

2. The City agrees to purchase such Quicklime on an as-needed basis from Vendor at the unit price above, subject to the terms and conditions of this Contract.
3. The City and Vendor stipulate and agree that, in addition to the documents referenced in the third "Whereas" recital above, the terms and conditions of this Contract include Attachment A (establishing Public Records requirements) and Attachment B (establishing Indemnification and Insurance requirements). Vendor affirms and acknowledges that Vendor has received valuable consideration, including payment by City of \$10.00, receipt of which is hereby acknowledged, for the inclusion of Attachments A and B herein.

The City and Vendor have executed this Contract on the dates below, through their undersigned representatives.

The City

Vendor

By: 
Derrick L. Henry, Mayor

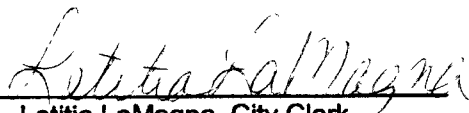
By: 

Date signed: 11-01-17

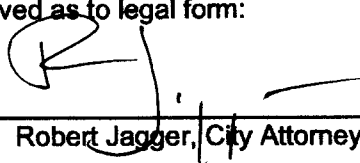
Printed Name: Jack Fahler

Title: VP of Sales & Marketing

Date signed: 9/26/17

Attest: 
Letitia LaMagna, City Clerk

Approved as to legal form:

By: 
Robert Jagger, City Attorney

ATTACHMENT A: PUBLIC RECORDS REQUIREMENTS

1. To the extent applicable, Vendor will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

a. Keeping and maintaining public records that the City requires for performance of the service provided herein.

b. Upon the request of the City Clerk of the City, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

c. Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if Vendor fails to transfer such records to the City.

d. Upon completion of this Contract, keep and maintain public records required by the City to perform the service. Vendor will meet all applicable requirements for retaining public records. All records stored electronically must be provide to the City upon request from the City Clerk, in a format that is compatible with the City's information technology systems.

e. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, VENDOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:**

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

2. Nothing herein will be deemed to waive Vendor's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

ATTACHMENT B: INDEMNIFICATION AND INSURANCE

1. Indemnification. The Vendor hereby indemnifies and holds harmless the City from and against, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, arising out of or resulting from the Work provided that the liabilities, damages, losses, and costs are caused in whole or in part by any negligence, recklessness, or intentional wrongful misconduct of the Vendor, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

2. Insurance. Vendor will provide and maintain at Vendor's sole expense, insurance of the kinds of coverage and in the amounts set forth in this Article, primary and non-contributory with the City's own insurance, in form and from companies satisfactory to the City.

(a) *Coverage and Amounts.* Subject to paragraph (b), below, required coverages and amounts are as follows:

(1) **Workers Compensation** Insurance as required by Florida Statutes, Chapter 440 (and any other applicable federal laws), for all employees of Vendor, employed at the site of the service or in any way connected with the services being provided under this Contract. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability insurance with limits of not less than \$500,000 per occurrence, project specific. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) **Commercial General Liability** insurance, including coverage for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring the Vendor and any other interests, including but not limited to any associated or subsidiary companies involved in the services being provided under this Contract.

(3) **Automobile liability** insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the CONTRACTOR at the site of the project or in any way connected with the services being provided under this Contract.

The limit of liability under the Commercial general liability and automobile liability policies will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000. The Risk Manager for the City may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY SHALL NAME THE CITY AS AN ADDITIONAL INSURED.

Unless specifically waived hereafter in writing by the Risk Manager, Vendor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or sub-contractor providing such insurance.

(b) *Required Changes in Coverage and Amounts of Coverage.* The City may at any time require Vendor to increase the amount of coverage, change the terms of coverage, and provide additional or different types of coverage, as the City may deem necessary; provided that the changes or increase in coverage are consistent with such requirements for similar operations and businesses then operating within the Central Florida area or are reasonable in light of prior claims made against Vendor's policies. Vendor must comply with such requirements within 30 days after the City's demand.

(c) *Reasonable Deductible.* Any insurance policy required by or pursuant to this Section may contain a reasonable deductible provision provided advance notice of said deductible provision is given by the Vendor to the City and approval from the Risk Manager for the City is given, which approval shall not be unreasonably withheld or delayed.

(d) *Proof of Insurance.* Vendor will furnish proof of the required forms and coverages referenced above to the Risk Manager for the City prior to or at the time of execution of this Contract. Vendor will not commence work until all proof of such insurance has been filed with and approved by the Risk Manager. Vendor will furnish proof of any new or amended coverages to the Risk Manager promptly upon being directed to do so. The City may require Vendor to halt operations until Vendor has provided such insurance.

(e) *Form of Evidence of Coverage.* Vendor will furnish evidence of all required insurance in the form of certificate of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates.

If requested by Risk Manager, Vendor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the Risk Manager.

Anything to the contrary notwithstanding, the liabilities of the Vendor under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration, exclusion, limitation or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the contractor shall relieve the contractor or its sub-contractors from responsibility to provide insurance as required by the contract.

(f) *Replacement Required.* Vendor will file replacement certificates as soon as practical prior to the acceptance of the work by the City. If such insurance will lapse, the City expressly reserves the right to renew the insurance at Vendor's expense.

(g) *Termination of Insurance.* Vendor may not cancel the insurance required by this Contract until all services are completed, accepted by the City, and Vendor has received written notification from the Risk Management Division of the City that Vendor may cancel the insurance required by this Contract and the date upon which the insurance may be cancelled.

I hereby accept the additional above terms and conditions and incorporate as part of the contract document for the same terms and conditions.

Jack Zahler
Vendor's Authorized Signature

8/17/17
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2018

8/8/2017

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

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

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME _____
	PHONE (A/C, No, Ext) _____ FAX (A/C, No) _____ E-MAIL ADDRESS _____
INSURER(S) AFFORDING COVERAGE	
INSURER A Sompo Japan Insurance Company of America	NAIC # 11126
INSURER B National Union Fire Ins Co Pitts. PA	19445
INSURER C Insurance Company of the State of PA	19429
INSURER D	
INSURER E	
INSURER F	


INSURED 1356795 Carmeuse Lime, Inc. and all subsidiaries
 11 Stanwix Street, 21st Floor
 Pittsburgh PA 15222

COVERAGES CARMU **CERTIFICATE NUMBER:** 14888040 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	GDL-90689-XO	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA 7269760 (AOS) CA 7269761 (VA)	1/1/2017 1/1/2017	1/1/2018 1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CPU-99039-XO	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 021569755 (AOS) WC 021569756 (OH,WI) WC 021569757 (IL,KY,NC,PA,VA)	1/1/2017 1/1/2017 1/1/2017	1/1/2018 1/1/2018 1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE Bid with the City of Daytona Beach, City Hall, 301 S Ridgewood Ave, Daytona Beach, FL 32114 WAIVER OF SUBROGATION APPLIES WHERE REQUIRED BY WRITTEN AGREEMENT CITY OF DAYTONA BEACH IS ADDITIONAL INSURED ON A PRIMARY AND NON CONTRIBUTORY BASIS UNDER THE GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER 14888040 CITY OF DAYTONA BEACH CITY HALL 301 S. RIDGEWOOD AVE. DAYTONA BEACH FL 32114	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CITY OF DAYTONA BEACH

RISK MANAGEMENT DIVISION

P. O. Box 2451

Daytona Beach, FL 32115

Phone: (386) 671-8222

Fax: (386) 671-3257

Memorandum

To: Letitia LaMagna, City Clerk
From: Bob Flaniken, Sr. Account Clerk *BF*
Date: August 25, 2017
Re: Contract 0117 – 2010

Attached is a copy of Contract 0117 – 2010 with Carmeuse Lime, Inc. (Lime for wastewater plant). I have reviewed the evidence of insurance submitted with the contract, and I find it to be satisfactory.

Attachments

From: Reid Felicia
To: Zimmerman, Kirk
Subject: RE: [EXT] 0117-2010-CLS HIGH CALCIUM BULK QUICKLIME
Date: Friday, October 13, 2017 11:46:12 AM

We accept

Felicia Reid

Sales & CRM System Specialist

Carmeuse Lime & Stone
Phone 412 995 1053 / Fax 412 995-5570
NATURE'S SOLUTIONS

From: Zimmerman, Kirk [mailto:ZimmermanKirk@CODB.US]
Sent: Wednesday, October 11, 2017 4:27 PM
To: Reid Felicia
Cc: Flick, Joanne
Subject: [EXT] 0117-2010-CLS HIGH CALCIUM BULK QUICKLIME

In review of the contract before going to Commission the yellow highlighted area in paragraph 3, page 1 has been changed from stating "salt and Quicklime" to "bulk lime and SALT".

Please acknowledge your acceptance of this change by return email. No need to re-sign.

Thanks,
Kirk Zimmerman, CPPB
City of Daytona Beach
PH: 386-671-8081
FX: 386-671-3964