

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

**NOTICE OF CONTRACT AWARD**

Vulcan Construction Materials, LLC  
13880 Dulles Corner Lane  
Herndon, VA 20171

DATE ISSUED:  
CURRENT REFERENCE NO:  
CONTRACT TITLE:

March 18, 2019

19-224-ITB

Concrete Ready Mix

---

**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 19-224-ITB including any attachments or amendments thereto.

**EFFECTIVE DATE:** May 21, 2019

**EXPIRES:** April 30, 2020

**RENEWALS:** FOUR (4) RENEWALS

**COMMODITY CODE(S):** 15012, 15014, 15015

**LIVING WAGE:** N

**PROFESSIONAL SERVICES:** N

**ATTACHMENTS:**

AGREEMENT No. 19-224-ITB

**EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

---

**VENDOR CONTACT:** David Kellmel, Project Analyst

**VENDOR TEL. NO.:**

(703) 713-3167

**EMAIL ADDRESS:** [KellmelD@vmcmail.com](mailto:KellmelD@vmcmail.com)

**COUNTY CONTACT:** Jeremy Hassan, DES, Water Sewer  
and Streets

**COUNTY TEL. NO.:**

(703) 228-3647

**COUNTY CONTACT EMAIL:** [jhassan@arlingtonva.us](mailto:jhassan@arlingtonva.us)

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
SUITE 500, 2100 CLARENDON BOULEVARD  
ARLINGTON, VA 22201**

**AGREEMENT NO. 19-224-ITB**

THIS AGREEMENT is made, on the date of execution by the County, between Vulcan Construction Materials, LLC, 13880 Dulles Corner Lane, Herndon, VA 20171 ("Contractor") a Delaware limited liability Company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The "Contract Documents" consist of the bid of the successful bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 19-224-ITB.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein as the "Contract" or the "Agreement".

**2. SCOPE OF WORK**

The Contractor agrees to provide goods described in the Contract Documents (hereinafter "the Work"), more particularly described in the Specifications included with the Invitation to Bid. The primary purpose of the Work is for delivery and/or pick-up of ready-mix concrete on an as needed basis. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific goods set forth in the Contract Documents and sufficient goods to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

**3. CONTRACT TERM**

Time is of the essence. The Work will commence on the date of the execution of the Agreement by the County and must be completed no later than April 30, 2020 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from May 1, 2020 to April 30, 2024 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

**4. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS**

The Contract Amount/unit price(s) will remain firm until April 30, 2020 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 60 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in February of each year of the Contract.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may terminate the Contract, whether or not the County has previously elected to extend the Contract's term.

#### **5. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

#### **6. PAYMENT TERMS**

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods have been delivered or performed must appear on all invoices.

#### **7. PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

#### **8. NO WAIVER OF RIGHTS**

The County's approval or acceptance of or payment for any goods under this Contract will not waive any rights or causes of action arising out of the Contract.

**9. NON-APPROPRIATION**

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

**10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

The contract that will result from this solicitation will not obligate the County to purchase a specific quantity of items during the Contract Term. Any quantities that are included in the contract documents are the present expectations the County for the period of the contract, and the County is under no obligation to buy that, or any, amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods than the estimated annual amount, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates specified in the contract.

The items covered by this contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items through such other contract(s). The County does not guarantee that the selected contractor will be the exclusive provider of the goods covered by the resulting contract.

**11. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

**12. DELIVERY**

All goods are purchased F.O.B. destination in Arlington County as described in the specifications. Transportation, handling and all related charges are included in the unit prices or discounts that the Contractor submitted with its bid.

**13. WARRANTY**

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties at the time of delivery.

**14. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS**

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods as it sees fit before accepting them.

The Contractor warrants that it has good title to and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them. Neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

**15. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS**

The Contractor must, at its expense and without using any County waste containers, immediately remove and legally dispose of off-site all packing materials, trash and debris ("Waste"). Otherwise, the County will contract a third party to dispose of the Waste and will deduct the expense from the final payment to the Contractor.

The County will deduct from the final payment the expense to repair any damage to County-owned or controlled property that the Contractor or its agents cause, unless the County agrees that the Contractor can make the repairs, in which case the Contractor must make the repairs at its expense within ten days of the damage and to the satisfaction of the County.

**16. OSHA REQUIREMENTS**

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration ("OSHA") requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

**17. HAZARDOUS MATERIALS**

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor will provide, no later than delivery or first use of the materials, Material Safety Data Sheets ("MSDS") for all hazardous materials supplied to the County or used in the performance of the Work. The Contractor will also ensure that all shipping and internal containers bear labels that meets the requirements of the Standard. The County may refuse shipments of hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County's refusal of goods under this section or rejection of MSDS.

**18. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS**

No goods, equipment or material that the Contractor or its subcontractor provides, or installs may contain asbestos. The Contractor must remove any asbestos-containing goods, equipment and material at its sole cost, which includes worker protection and legal disposal, and must reimburse the County for the replaced goods, equipment and material. The County may offset these costs and reimbursement against any amounts that it owes the Contractor.

**19. UNSATISFACTORY WORK**

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

**20. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its Work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

#### **21. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

#### **22. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace (as defined in this section) for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

#### **23. FAILURE TO DELIVER**

If the Contractor does not deliver the goods or services required by the Scope of Work, the County may procure the goods or services from other sources at the Contractor's expense, including purchase and administrative costs, and may offset the costs against any amount that the County owes the Contractor. The County must provide the Contractor written notice of the deficiency and may choose to provide an opportunity to cure. This remedy is in addition to the County's other remedies for the Contractor's failure to perform.

#### **24. TERMINATION**

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

**A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

1. **Termination for Unsatisfactory Performance.** If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. **Termination for Breach or Default.** If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

**B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective

termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

## **25. INDEMNIFICATION**

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

## **26. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

## **27. COPYRIGHT**

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.



The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

### **28. CONFIDENTIAL INFORMATION**

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

### **29. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

### **30. COUNTY EMPLOYEES**

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

### **31. FORCE MAJEURE**

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

### **32. AUTHORITY TO TRANSACT BUSINESS**

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

### **33. RELATION TO THE COUNTY**

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or

agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

#### **34. ANTITRUST**

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

#### **35. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

#### **36. ASSIGNMENT**

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

#### **37. AMENDMENTS**

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

#### **38. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

#### **39. DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

**40. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION**

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

**41. ARBITRATION**

No claim arising under or related to this Contract may be subject to arbitration.

**42. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

**43. NO WAIVER**

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

**44. SEVERABILITY**

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

**45. NO WAIVER OF SOVEREIGN IMMUNITY**

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

**46. SURVIVAL OF TERMS**

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION.

**47. HEADINGS**

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

**48. AMBIGUITIES**

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

**49. ATTORNEYS' FEES**

The County is entitled to attorney's fees and costs that it incurs to enforce any provision of this Contract.

**50. NOTICES**

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a

delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

**TO THE CONTRACTOR:**

David Kellmel, Project Analyst  
Vulcan Construction Materials Company, LLC  
13880 Dulles Corner Lane  
Herndon, VA 20171  
[KellmelD@vmcmail.com](mailto:KellmelD@vmcmail.com)

**TO THE COUNTY:**

Jeremy Hassan, P.E. Project Officer  
Arlington County Department of Environmental Services, Water, Sewer, Streets Bureau  
4200 28<sup>th</sup> Street S.  
Arlington, VA 2206  
[jhassan@arlingtonva.us](mailto:jhassan@arlingtonva.us)

**AND**

Sharon T. Lewis, Purchasing Division Chief  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500A  
Arlington, Virginia 22201

**51. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**52. INSURANCE REQUIREMENTS**

Each bidder must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to do so, it may propose alternate insurance coverage for consideration by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least 10 working days prior to bid due date. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids.

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See the Insurance Checklist (part of the Bid or Proposal Forms) for specific coverages applicable to this Contract. The term "Contract," as used in this section, shall mean the fully executed Agreement covering the work entered into between the County and the Contractor.

**1. General**

- 1.1 The Contractor shall provide insurance as specified in the Insurance Checklist found on the last page of the bid or proposal form.
- 1.2 The Contract with the Contractor will not be executed by the County until the Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the County; additionally, the Contractor shall not allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so

obtained and approved by the Contractor. The Contractor shall submit to the County Purchasing Agent copies of all required endorsements and documentation of coverage consistent with the requirements herein or, alternately, at the County's request, certified copies of the required insurance policies in compliance with the insurance requirements. All endorsements and documentation shall state this Contract's number and title.

- 1.3 The Contractor shall require all subcontractors to maintain during the term of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation, Employers' Liability insurance, or any other insurance required by the Contract in the same manner and form as specified for the Contractor. The Contractor shall furnish subcontractors' evidence of insurance and copies of endorsements to the County Purchasing Agent immediately upon request by the County and/or prior to the subcontractor's performance of work related to this Contract.
- 1.4 If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium. A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.
- 1.5 No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, any surety, or any bond, from any liability or obligation imposed under this Agreement.
- 1.6 Arlington County, and its officers, elected and appointed officials, employees, and agents are to be named as additional insureds under all coverages except Workers' Compensation, Professional Liability, and Automobile Liability, and the endorsement must clearly identify the County as an additional insured permitted to enjoy all the benefits under the applicable policy of insurance. The certified policy, if requested, must so state coverage afforded under this paragraph shall be primary as respects the County, its officers, elected and appointed officials, agents and employees. The following definition of the term "County" applies to all policies issued under the Contract and to all applicable endorsements:

"The County Board of Arlington County and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the County Board of Arlington County, Virginia, or one in which controlling interest is vested in Arlington County; and Arlington County Constitutional Officers."

- 1.7 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.
- 1.8 The insurance coverage required shall remain in force throughout the Contract or as otherwise stated in the Contract Documents or these Insurance Requirements. If the Contractor fails to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor.
- 1.9 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising or inspecting the work as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
- 1.10 If any policy contains a warranty stating that coverage is null and void (or words to that effect) if the Contractor does not comply with the most stringent regulations governing the work, such policy shall be modified so that coverage shall be afforded in all cases except for the Contractor's willful or intentional noncompliance with applicable government regulations.
- 1.11 All policies shall include the following language: "The insolvency or bankruptcy of the insured or of the insured's estate will not relieve the insurance company of its obligations under this policy."
- 1.12 All policy forms must "Pay on behalf of" rather than "Indemnify" the insured.
- 1.13 Nothing contained in these Insurance Requirements or the Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- 1.14 Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its work under the Contract.
- 1.15 For any claims related to this work, The Contractor's insurance shall be deemed primary and non-contributory to all other applicable coverage and in particular with respect to Arlington County, its representatives, officials, employees, and agents. Any insurance or self-insurance maintained by Arlington County shall be excess and noncontributory of the Contractor's insurance. The Contractor shall waive its right of subrogation for all insurance claims.

- 1.16 If the Contractor does not meet the insurance requirements set forth by the Contract Documents, alternate insurance coverage or self-insurance, satisfactory to the Purchasing Agent, may be considered. Written requests for consideration of alternate coverages including the Contractor's most recent actuarial report and a copy of its self-insurance resolution to determine the adequacy of the insurance funding must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids or proposals. If the County denies the request for alternate coverages, the specified coverages will be required to be submitted. If the County permits alternate coverage, an Addendum to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of bids or proposals.
- 1.17 All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The insurers must also have a policyholder with a rating of "A-VII" in the latest edition of the A.M. Best Co.'s Insurance Reports, unless the County grants specific approval for an exception, in the same manner as described in 1.16 above.
- 1.18 The Contractor shall be responsible for payment of any deductibles applicable to the coverages.
- 1.19 The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for the County.
2. Contractor's Insurance:
- 2.1 The Contractor shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Insurance Checklist.
- 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
- i. General aggregate limit is to apply per project;
  - ii. Premises/Operations;
  - iii. Actions of Independent Contractors;
  - iv. Products/Completed Operations to be maintained for five (5) years after completion of the Work;
  - v. Contractual Liability, including protection for the Contractor from claims arising out of liability assumed under this Contract;
  - vi. Personal Injury Liability including, including but not limited to, coverage for offenses related to employment and copyright infringement;
  - vii. Explosion, Collapse, or Underground (XCU) hazards.

- 2.1.2 Business Automobile Liability, including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists coverage, and automobile contractual liability.
- 2.1.3 Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage. The policy shall not contain any provision or definition which would serve to eliminate third party action over claims, including exclusion for bodily injury to an employee of the insured, employees of the premises owner, or employees of the general contractor to which the insured is subcontracted; or employees of the insured's subcontractor.
- 2.1.4 The Contractor shall maintain insurance on goods in its care, custody, or control, while such property is being loaded, while in transit, and until such time the property is unloaded and set in place at its final destination. Such insurance shall be written at limits acceptable to the County.

3. Commercial General or other Liability Insurance - Claims-made Basis:

- 3.1 If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Insurance Checklist remain the same. The Contractor must either:
- i. Agree to provide insurance, copies of the endorsement and certified documentation evidencing the above coverages and naming the County as an additional insured for a period of five (5) years after final payment under the Contract. Such documentation shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this Contract, or
  - ii. Purchase an extended (minimum five [5] years) reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a copy of the endorsement itself. The extended reporting period will begin upon final payment under the Contract.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

VULCAN CONSTRUCTION MATERIALS , LLC

AUTHORIZED  
SIGNATURE: Sharon Lewis

AUTHORIZED  
SIGNATURE: Michael Kavka

NAME AND  
TITLE: SHARON T. LEWIS  
PURCHASING AGENT

NAME AND  
TITLE: Michael Kavka  
Area Sales Manager

DATE: 05/21/2019

DATE: 5/16/19



## SPECIFICATIONS

The Contractor will provide ready mix concrete, on an as-needed basis. Concrete Ready-Mix shall be for pick-up by the County from contractor's plant or delivered by the Contractor.

### A. CONCRETE READY-MIX

Product provided shall be in accordance with Arlington County standards as contained in the current issue of Arlington County Department of Environmental Services Construction Standards and Specifications which are available online at: <https://topics.arlingtonva.us/building/construction-standards-specifications/>

### B. SECONDARY AND TERTIARY SOURCES

A Secondary and Tertiary award may be established in order to provide adequate response time and backup if needed. The Secondary Contractor will be engaged only when the Primary Contractor cannot respond with one (1) hour of the requested services. The Tertiary Contractor will be engaged only when the Secondary Contractor cannot respond with one (1) hour of the requested services.

### D. DELIVERED LOADS

The contractor shall provide and deliver ready mix concrete to various sites within Arlington County. Average size of load is 8 to 9 cubic yards.

Delivery shall be made within 72 hours of contractor's receipt of telephone order from the ordering agency. Failure to deliver within this time period may result in County's order of the concrete from another source. The Contractor shall be responsible for any additional cost to the County for such order and the amount shall be deducted from any amount due to the contractor. Repeated failure to deliver the concrete within the specified time period (more than three times in any given 30-day period) may result in termination of the contract.

### E. PICK-UP OF SHORT LOADS

The Contractor shall provide for pick-up by Arlington County forces, ready mix concrete in short loads of 1 to 2 ½ cubic yards. County trucks shall be loaded within fifteen (15) minutes after arrival at contractor's plant.

The contractor shall have the short load of the concrete ready for pick-up within two (2) hours from contractor's receipt of telephone notification from the ordering agency. Failure to have the concrete ready within this time period may result in County's order of the concrete from another source. The contractor shall be responsible for any additional cost to the County for such order and the amount shall be deducted from any amount due to the contractor. Repeated failure to have the concrete ready within the specified time period (more than three times in any given 30-day period) may result in termination of the contract.

### F. PLANT LOCATION

Primary Location: Contractor's primary concrete plant shall be located within ten (10) miles or less from Arlington County's property yard, 4200 South 28th Street, Arlington, to be considered in award evaluation.

Alternative Location: In the event that the primary plant is unavailable to provide the product or service, the Contractor shall provide concrete ready mix at contract unit prices, from the Alternative Plant. Contractor's alternative plant shall be located within ten (10) miles or less from Arlington County's

property yard, 4200 South 28th Street, Arlington. Bidder shall enter the Alternative Plant location on the Bid Form.

**G. PLANT OPERATION**

Bidders shall state on the Bid Form the time when the product may be picked up by the County, whether the plant operates on Saturdays and Sundays, and the hours of operation on Saturdays and Sundays.

**H. SUPPORTING DOCUMENTATION**

Contractor shall provide a ticket to the County truck driver with each load containing, at minimum, the following information:

- Truck ID number
- Quantity of product loaded
- Type of product loaded
- Date and time when the product was loaded

Contractor shall keep a copy of each ticket and submit the copies as supporting documentation for each invoice. Only invoices fully supported by tickets will be paid.

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 19-224-ITB

BID FORM

**SUBMIT: ONE (1) FULLY-COMPLETED AND SIGNED BID FORM WITH ORIGINAL LONGHAND SIGNATURE; AND ONE (1) COPY OF THE BID FORM ON A USB FLASH-DRIVE LABELED AS "19-224-ITB, CONCRETE READY-MIX".**

BIDS WILL BE OPENED AT 1:00 P.M., ON APRIL 2, 2019

FOR PROVIDING READY-MIX CONCRETE FOR DELIVERY AND/OR PICK-UP, ON AN AS-NEEDED BASIS PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION.

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE BELOW. THIS BID FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE BIDDER, OR THE BID MAY BE REJECTED:

SUBMITTED BY:  
(legal name of entity)

Vulcan Materials Company, LLC

AUTHORIZED SIGNATURE:



PRINT NAME AND TITLE:

David Kellmel - Project Analyst

ADDRESS:

13880 Dulles Corner Lane

CITY/STATE/ZIP:

Herndon, VA, 20171

TELEPHONE NO.:

703-713-3167

E-MAIL ADDRESS:

KellmelD@vmcmail.com

THIS ENTITY IS INCORPORATED IN:

Construction Materials

THIS ENTITY IS A:  
(check the applicable option)

CORPORATION



LIMITED PARTNERSHIP



GENERAL PARTNERSHIP



UNINCORPORATED ASSOCIATION



LIMITED LIABILITY COMPANY



SOLE PROPRIETORSHIP



IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA?

YES



NO



IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE SCC:

T062029-6

*Any Bidder exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its bid explaining why it is not required to be so authorized.*

**IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?** YES  NO

**BIDDER STATUS:** MINORITY OWNED:  WOMAN OWNED:  NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE COMMONWEALTH OF VIRGINIA'S eVA WEBSITE AT: [HTTP://WWW.EVA.VIRGINIA.GOV](http://www.eva.virginia.gov).

POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1	DATE: _____	INITIAL: _____
ADDENDUM NO. 2	DATE: _____	INITIAL: _____
ADDENDUM NO. 3	DATE: _____	INITIAL: _____

**TRADE SECRETS OR PROPRIETARY INFORMATION:**

Trade secrets or proprietary information submitted by a Bidder in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, a Bidder seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

- No, the bid that I have submitted does not contain any trade secrets and/or proprietary information.
- Yes, the bid that I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers of the bid that contain such data or materials:

---

---

---

State the specific reason(s) why protection is necessary:

---

---

---

---

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the bid will be open for public inspection consistent with applicable law.

**CERTIFICATION OF NON-COLLUSION:** The undersigned certifies that this bid is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

**CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES**

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: Michael Bishop

ADDRESS: 13880 Dulles Corner Lane  
Hernon, VA, 20171

E-MAIL: BishopM@VMCmail.com

REFERENCES

Bidders shall provide three (3) references for similar goods that have been provided by the Bidder within the past five (5) years. The County reserves the right to evaluate the quality of Contractor's work through site visits with Contractor's references.

REFERENCE 1: Contact Name: Ken Betz  
Organization: Tavares Concrete  
Phone Number: 703-550-7377  
E-mail Address: kbetz@tavaresconcrete.com  
Contract/Project Name: I-395 EXPRESS Lanes (Barrier)  
Contract/Project Dates (from-to): 05/01/2018 → current  
Contract/Project Description: Barriers + humps for I-395 EXPRESS Lanes

REFERENCE 2: Contact Name: Rob Coffee  
Organization: Shirley Contracting Corp.  
Phone Number: 703-550-8100  
E-mail Address: rcoffee@shirleycontracting.com  
Contract/Project Name: VDOT I-95/Rte 630 Reconstruction  
Contract/Project Dates (from-to): 12/1/17 → current  
Contract/Project Description: Concrete Supply for Major Highway Construction.

REFERENCE 3: Contact Name: Jim Kreider  
Organization: The Lane Construction Corp  
Phone Number: 203-235-3351  
E-mail Address: JaKreider@laneconstruct.com  
Contract/Project Name: I-66 @ Rt 15 Interchange  
Contract/Project Dates (from-to): 9/01/2015 - 6/30/2017  
Contract/Project Description: SUPPLY FOR RECONSTRUCTION OF 66 + 15 Interchange

BIDDER NAME: Vulcan Materials Company

**INSURANCE CHECKLIST**

**CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS MARKED "X".**

**COVERAGES REQUIRED**

**COVERAGE MINIMUM(S)**

- X\_1. Workers' Compensation** ..... Statutory limits of Virginia
- X\_2. Employer's Liability** ..... \$100,000 accident, \$100,000 disease, \$500,000 disease policy limit
- X\_3. Commercial General Liability** ..... \$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate
- X\_4. Premises/Operations** ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X\_5. Automobile Liability** ..... \$1 Million BI/PD each accident, Uninsured Motorist
- X\_6. Owned/Hired/Non-Owned Vehicles** ..... \$1 Million BI/PD each accident, Uninsured Motorist
- X\_7. Independent Contractors** ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X\_8. Products Liability** ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X\_9. Completed Operations** ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X\_10. Contractual Liability (Must be shown on Certificate)** ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 11. Personal and Advertising Injury Liability** ..... \$1 Million each offense, \$1 Million annual aggregate
- X\_12. Umbrella Liability** ..... \$1 Million Bodily Injury, Property Damage and Personal Injury
- 13. Per Project Aggregate**
- 14. Professional Liability**
  - a. Architects and Engineers** ..... \$1 Million per occurrence/claim
  - b. Asbestos Removal Liability** ..... \$2 Million per occurrence/claim
  - c. Medical Malpractice** ..... \$1 Million per occurrence/claim
  - d. Medical Professional Liability** ..... \$ Limits as set forth in Virginia Code 8.01.581.15
- 15. Miscellaneous E&O** ..... \$1 Million per occurrence/claim
- X\_16. Motor Carrier Act End. (MCS-90)** ..... \$1 Million BI/PD each accident, Uninsured Motorist
- 17. Motor Cargo Insurance**
- 18. Garage Liability** ..... \$1 Million Bodily Injury, Property Damage per occurrence
- 19. Garage keepers Liability** ..... \$500,000 Comprehensive, \$500,000 Collision
- 20. Inland Marine-Bailee's Insurance** ..... \$ \_\_\_\_\_
- 21. Moving and Rigging Floater** ..... Endorsement to CGL
- 22. Crime and Employee Dishonesty Coverage** ..... \$ \_\_\_\_\_
- 23. Builder's Risk** ..... Provide Coverage in the full amount of Contract, including any amendments
- 24. XCU Coverage** ..... Endorsement to CGL
- 25. USL&H** ..... Federal Statutory Limits
- X\_26. Carrier Rating shall be A.M. Best Co.'s Rating of A-VII or better or equivalent**
- X\_27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action.**
- X\_28. The County shall be an Additional Insured on all policies except Workers Compensation and Auto and Professional Liability.**
- X\_29. Certificate of Insurance shall show Bid Number and Bid Title.**
- 30. OTHER INSURANCE REQUIRED:** \_\_\_\_\_

**INSURANCE AGENT'S STATEMENT:**

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages not provided through this agency.

AGENCY NAME: \_\_\_\_\_

AUTH. SIGNATURE: \_\_\_\_\_

**BIDDER'S STATEMENT:**

If awarded the Contract, I will comply with all Contract Insurance requirements.

BIDDER NAME: V Ulean Materials Company

AUTH. SIGNATURE: 

**A. Prices for Mixes Delivered by The Contractor in Arlington County Unit Price (Per Yard)**

Item	Unit Price (Per Yard)	Estimated Quantity	Extended Price
EZ-FLO Jr/VDOT Fill (LIMITED App)	\$ 161.25	10	\$ 1612.50
Flowable Fill (Limited App)	\$ 161.25	10	\$ 1612.50
VDOT Flowable Fill	\$ 161.25	100	\$ 16,125.00
Grout 8Bag	\$ 190.25	10	\$ 1902.50
2000 PSA AE	\$ 172.25	10	\$ 1722.50
A3/20MPA General (Low Perm)	\$ 178.25	10	\$ 1782.50
VDOT A3 Gen Use (Low Perm)	\$ 178.25	10	\$ 1782.50
A3/20 MPA Handicap	\$ 186.25	10	\$ 1862.50
3000 PSI AE	\$ 174.25	10	\$ 1742.50
3000 PSI AE Topping	\$ 182.25	10	\$ 1822.50
VDOT A3 High Early Strength (HES)	\$ 184.25	10	\$ 1842.50
3500 PSA AE	\$ 176.25	10	\$ 1762.50
3500 PSI AE Exposed Pea Gravel	\$ 206.25	10	\$ 2062.50
3500 PSI NAE (Straight Portland)	\$ 179.25	10	\$ 1792.50
VDOT A4 General Use	\$ 182.25	10	\$ 1822.50
VDOT A4/30MPA Gen Use (Low Perm)	\$ 184.25	10	\$ 1842.50
VDOT A4 Post & Rail	\$ 190.25	10	\$ 1902.50
4000 PSI AE Topping	\$ 186.25	10	\$ 1862.50
4000 PSI AE Exposed Pea Gravel	\$ 208.25	10	\$ 2082.50
5000 PSI AE HRWR (3750 +/- Psi @ 3 Days)	\$ 194.25	10	\$ 1942.50
Environmental Fee	\$ 3.00	10	\$ 30.00
Fuel Surcharge	\$ 2.00	10	\$ 20.00
<b>SUBTOTAL A</b>			\$ 50,932.50

**B. Prices for Mixes Picked Up by The County at the Plant Unit Price (Per Yard)**

Item	Unit Price (Per Yard)	Estimated Quantity	Extended Price
EZ-FLO Jr/VDOT Fill (LIMITED App)	\$ 151.25	10	\$ 1512.50
Flowable Fill (Limited App)	\$ 151.25	10	\$ 1512.50
VDOT Flowable Fill	\$ 151.25	10	\$ 1512.50
Grout 8Bag	\$ 180.25	10	\$ 1802.50
2000 PSA AE	\$ 162.25	10	\$ 1622.50
A3/20MPA General (Low Perm)	\$ 168.25	10	\$ 1682.50
VDOT A3 Gen Use (Low Perm)	\$ 168.25	10	\$ 1682.50
A3/20 MPA Handicap	\$ 176.25	10	\$ 1762.50
3000 PSI AE	\$ 164.25	10	\$ 1642.50
3000 PSI AE Topping	\$ 172.25	10	\$ 1722.50
VDOT A3 High Early Strength (HES)	\$ 174.25	10	\$ 1742.50
3500 PSA AE	\$ 166.25	10	\$ 1662.50



3500 PSI AE Exposed Pea Gravel	\$ 196.25	10	\$ 1962.50
3500 PSI NAE (Straight Portland)	\$ 169.25	10	\$ 1692.50
VDOT A4 General Use	\$ 172.25	1000	\$ 172,250.00
VDOT A4/30MPA Gen Use (Low Perm)	\$ 172.25	10	\$ 1722.50
VDOT A4 Post & Rail	\$ 178.25	10	\$ 1782.50
4000 PSI AE Topping	\$ 176.25	10	\$ 1762.50
4000 PSI AE Exposed Pea Gravel	\$ 198.25	10	\$ 1982.50
5000 PSI AE HRWR (3750 +/- Psi @ 3 Days)	\$ 184.25	10	\$ 1842.50
Environmental Fee	\$ 3.00	10	\$ 30.00
<b>SUBTOTAL B</b>			<b>\$ 204,887.50</b>

**C. Additional Charges Unit Price**

Item	Price Per Unit	Unit	Estimated Quantity	Extended Price
Short Load Fee (Loads Under 9 Yards)	\$ 27.00	per yard	1	\$ 27.00
100% Portland	\$ 3.00	per yard	1	\$ 3.00
Ice	\$ 0.60	per lb.	1	\$ 0.60
Fiber (Blue) Fibril	\$ 9.00	per yard	1	\$ 9.00
Retarded 2%	\$ 4.00	per yard	1	\$ 4.00
Non- Chloride Accel. 1%	\$ 6.00	per yard	1	\$ 6.00
Non- Chloride Accel. 2%	\$ 12.00	per yard	1	\$ 12.00
Chilled Water	\$ 9.00	per yard	1	\$ 9.00
HRWR/ Super 1Ea/Yd	\$ 7.00	per yard	1	\$ 7.00
Retarder 1%	\$ 2.00	per yard	1	\$ 2.00
Winter Service (11/15 - 3/31)	\$ 3.75	per yard	1	\$ 3.75
<b>SUBTOTAL C</b>				<b>\$ 83.35</b>

**TOTAL BID (SUBTOTALS A+B+C):** \$ 255,903.35

**D. Contractor's Plant Location for Pick Up:**

Bidders shall state the time when the product may be picked up by the County, whether the plant operates on Saturdays and Sundays, and the hours of operation on Saturdays and Sundays.

Insert address, distance one-way, and travel time from Arlington County property yard, 4200 South 28th street, Arlington County with departure at 7:30 a.m. and using truck permitted routes to the pickup point:

Address: 2651 Shirlington Rd, Arlington, VA, 22206 1.0 Miles; 7 Minutes travel one-way time under normal traffic conditions.

Hours for pick-up: From: 7 a.m. to 6 p.m.

Saturday Operation? Yes:  No:  If "Yes" from:  a.m. to  p.m.

Sunday Operation? Yes:  No:  If "Yes" from:  a.m. to  p.m.

**E. Alternate Source Location:**

In event of plant breakdown, the contractor shall provide mixes at contract unit prices, from the Alternative Plant located at:

Alternate source location: 5512 Industrial Drive, Springfield, VA, 22151; 7 Miles; 18  
Travel time from main plant location.

**BUSINESS LICENSE CERTIFICATION FORM**

CONTRACTOR NAME: Virginia Concrete Company

CONTRACT NO./TITLE: Contract No. 19-224-ITB

1. IF YOU CURRENTLY HAVE A BUSINESS LICENSE IN ARLINGTON COUNTY, enter your business license number in the space below:

BLC1000013655-02

2. IF YOU DO NOT HAVE A BUSINESS LICENSE IN ARLINGTON COUNTY, contact the Office of Commissioner of Revenue (see contact information below)

After you contact the Commissioner of Revenue's Office, they will either:

- a. Process an application and issue you a license number (which you must provide in the space above), or
- b. Provide directly to the Purchasing Office a written certification that a business license is not required (no further action required from your firm.)

**IMPORTANT:** THIS FORM MUST BE FORWARDED TO COMMISSIONER OF REVENUE, 7100 CLARENDON BLVD, SUITE #200, ARLINGTON, VA 22201, E MAILED TO [BUSINESS@ARLINGTONVA.US](mailto:BUSINESS@ARLINGTONVA.US) OR FAXED TO (703) 228 7048

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, C. Samuel Todd, Secretary of Vulcan Construction Materials, LLC, a Delaware limited liability company (the "Company"), do hereby certify that Michael P. Kavka, Jr., as Area Sales Manager-Northern Virginia, and George O. Priftis, as Regional General Manager-Northern Virginia, be and are hereby appointed, constituted and designated to execute all documents related to Agreement No. 19-224-ITB between the Company and the County Board of Arlington County, Virginia, and this Company hereby ratifying, approving, confirming and accepting each and every such act performed by said persons.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of Vulcan Construction Materials, LLC, this 13<sup>th</sup> day of May, 2019.



C. Samuel Todd  
Secretary

STATE OF ALABAMA)

JEFFERSON COUNTY)

The foregoing instrument was acknowledged before me this 13th day of May, 2019, by C. Samuel Todd as Secretary of Vulcan Construction Materials, LLC, a Delaware limited liability company, on behalf of the company.

  
NOTARY PUBLIC

My Commission expires: 09/11/2022

## Memorandum of Insurance

<b>MEMORANDUM OF INSURANCE</b>						<b>DATE</b> 20-Dec-2018	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <a href="https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=900114839">https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=900114839</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>							
<b>PRODUCER</b> Marsh USA Inc. ("Marsh")				<b>COMPANIES AFFORDING COVERAGE</b>			
<b>INSURED</b> Vulcan Materials Company P O Box 385014 Birmingham Alabama 35238-5014 United States				Co. A Old Republic Ins Co			
				Co. B			
				Co. C			
				Co. D			
				Co. E			
				Co. F			
<b>COVERAGES</b>							
<p>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 MEMORANDUM 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</p>							
<b>CO LTR</b>	<b>TYPE OF INSURANCE</b>	<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>LIMITS</b> LIMITS IN USD UNLESS OTHERWISE INDICATED		
A	GENERAL LIABILITY Commercial General Liability Occurrence	MWZY312014-19	01-Jan-2019	01-Jan-2020	GENERAL AGGREGATE	3,000,000	
					PRODUCTS - COMP/OP AGG	3,000,000	
					PERSONAL AND ADV INJURY	3,000,000	
					EACH OCCURRENCE	3,000,000	
					FIRE DAMAGE (ANY ONE FIRE)	INCLUDED	
					MED EXP (ANY ONE PERSON)	EXCLUDED	
A	AUTOMOBILE LIABILITY Any Auto	MWTB312011-19	01-Jan-2019	01-Jan-2020	COMBINED SINGLE LIMIT	3,000,000	
					BODILY INJURY (PER PERSON)		
					BODILY INJURY (PER ACCIDENT)		
					PROPERTY DAMAGE		
	EXCESS LIABILITY				EACH OCCURENCE		
					AGGREGATE		
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)		
					OTHER THAN AUTO ONLY:		
					EACH ACCIDENT		
					AGGREGATE		
A	WORKERS COMPENSATION / EMPLOYERS LIABILITY	MWC312015-19	01-Jan-2019	01-Jan-2020	WORKERS COMP LIMITS	Statutory	
					EL EACH ACCIDENT	1,000,000	
					EL DISEASE - POLICY LIMIT	1,000,000	
					EL DISEASE - EACH EMPLOYEE	1,000,000	
A	Excess WC	MWXS312016-19	01-Jan-2019	01-Jan-2020	WC-Statutory	EL \$1M/\$1M/\$1M	
A	Excess WC	MWFEX312010-19	01-Jan-2019	01-Jan-2020	WC-Statutory	EL \$1M/\$1M/\$1M	
<p>The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.</p>							

<b>MEMORANDUM OF INSURANCE</b>	<b>DATE</b> 20-Dec-2018
--------------------------------	----------------------------

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=900114839>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

<b>PRODUCER</b> Marsh USA Inc. ("Marsh")	<b>INSURED</b> Vulcan Materials Company P O Box 385014 Birmingham Alabama 35238-5014 United States
--	---

**ADDITIONAL INFORMATION**

Excess WC policies have \$1,000,000 Self-Insured Retention for all covered states except TN and \$500,000 SIR for TN Only.

General Liability is subject to \$50,000 Self-Insured Retention and includes Contractual Liability

Named Insured includes:

Vulcan Construction Materials, LLC  
 Florida Rock Industries, Inc., its subsidiaries and affiliates  
 RECO Transportation, LLC  
 Azusa Rock, LLC  
 Triangle Rock Products, LLC  
 Calmat Co. DBA Vulcan Materials Company, Western Division  
 Statewide Transport, LLC  
 Southeast Division Logistics, LLC  
 Southern Gulf Coast Division Logistics, LLC d/b/a SGC Logistics  
 Mountain West Logistics, LLC  
 Central Division Logistics, LLC  
 Mideast Division Logistics, LLC

**GENERAL LIABILITY - ADDITIONAL INSURED**

Any party with which the named insured is contractually required to include as additional insured is automatically granted such. However, coverage under the policy only applies to the extent of the coverage required by such contractual requirement and for the limits of liability specified in such contractual requirement, but in no event for insurance not afforded by the policy nor for limits of liability in excess of the applicable limits of liability of the policy. Any insurance afforded to any such additional insured only applies to the extent permitted by law.

**AUTOMOBILE LIABILITY - ADDITIONAL INSURED**

Any party with which the named insured is contractually required to include as additional insured is automatically granted such. However, coverage under the policy only applies to the extent of the coverage required by such contractual requirement and for the limits of liability specified in such contractual requirement, but in no event for insurance not afforded by the policy nor for limits of liability in excess of the applicable limits of liability of the policy.

**GENERAL LIABILITY AND AUTOMOBILE LIABILITY - PRIMARY & NON-CONTRIBUTORY**

This insurance is primary and non-contributory where required by written contract.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

[Click here](#) for a printer-friendly version of this document.