CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>06/03/2021</u>

Contract/Lease Control #: <u>C17-2587-PW</u>

Procurement#: PW 59-19

Contract/Lease Type: <u>CONTRACT</u>

Award To/Lessee: <u>VULCAN CONSTRUCTION MATERIALS, INC.</u>

Owner/Lessor: OKALOOSA COUNTY

Effective Date: <u>07/12/2017</u>

Expiration Date: <u>09/30/2022</u>

Description of: LIMEROCK, LIMESTONE & ASPHALT MATERIALS

Department: <u>PW</u>

Department Monitor: <u>AUTREY</u>

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: <u>JAUTREY@MYOKALOOSA.COM</u>

Closed:

Cc: BCC RECORDS



CONTRACT/LEASE RENEWAL FORM

CONTRACT#: C17-2587-PW **VULCAN CONSTRUCTION MATERIALS, INC.** Date: April 26, 2021 LIMEROCK, LIMESTONE & ASPHALT MATERIALS Company Vulcan Materials EXPIRES: 09/30/2022 Attn: Crystal Fink Address City, St. Zip RE: Contract #C17-2587-PW Dear Crystal. The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C17-2587-PW for an additional term. The contract renewal period will be 10/1/21 ____ to 9/30/22 ____. The annual budgeted amount for this contract is \$~100k ... All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal. If you are in agreement, please sign below and return this form along with a current Certificate of insurance listing Okaloosa County as co-insured (If applicable). **COUNTY REPRESENTATIVES AUTHORIZED COMPANY REPRESENTATIVE** Contractor: Vulcan materials Co. Dept. Director Jason T. Autrey, Signature: P.E., C.P.M. Date: Approved By:((as prescribed below of tem 1) John Hofsteg, County Administrator Approved By: (as prescribed below on item) Carolyn N. Ketchel Ch airman

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K. County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.

County Department Instruction

3) Send original to Contracts and Lease Coordinator at Purchasing Department.
If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

Quotation



Attn: Robert Vandenbroeck Quote Name: Okaloosa County Bid Renewal 2021* FWE

Quote #: 50987082

OKALOOSA CNTY FINANCE 84 Ready Avenue, Ft Walton yard

ATTN: ACCOUNTS PAYABLE
CRESTVIEW, FL 32536
Fort Walton Beach, FL 32548

Acct#: 138505

Date: Wednesday, April 28, 2021 Sales Rep : Crystal Fink

Quote Created: Wednesday, April 28, 2021 2400 Veterans Memorial Blvd.

KENNER, LA 70062

Effective From: Friday, October 1, 2021 Phone: 504-618-7115

Quote Expiration: Friday, September 30, 2022 Fax: 504-464-7660

Price Expiration: Friday, September 30, 2022 Email: finkc@vmcmail.com

Special Instructions:

Delivered within 25 miles of Ft. Walton Beach, FL

100 - Aggregates

Plant	Product Name	Product #	Qty U/M	FOB Plant	Haul Rate	Delivered
DEFUNIAK SPRINGS - CALER	#57 Stone Code C10	25291	1 Tons	\$35.00	12.35	\$47.35
DEFUNIAK SPRINGS - CALEF	4 Wash	24161	1 Tons	\$35.00	12,35	\$47.35
DEFUNIAK SPRINGS - CALER	825-A BASE	16111	1 Tons	\$34.00	12.35	\$46.35
VALPARAISO - PRIDE	#57 Stone Code C10	25291	1 Tons	\$35.00	9.20	\$44.20
VALPARAISO - PRIDE	825-A BASE	16111	1 Tons	\$34.00	9.20	\$43.20
VALPARAISO - PRIDE	Class 1 Riprap	47121	1 Tons	\$52.00	10.20	\$6 2.20
VALPARAISO - PRIDE	Class 2 Riprap	47131	1 Tons	\$52.00	10.20	\$62.20
VALPARAISO - PRIDE	DITCH LINER	47041	1 Tons	\$52.00	10.20	\$62.20
VALPARAISO - PRIDE	FDOTGAB Code B10	14211	1 Tons	\$34.00	9.20	\$43.20
VALPARAISO-AGGR NON PRO	LIMEROCK BASE	6M030	1 Tons	\$16.00	13.79	\$29.79



Prices quoted above do not include any state or local sales and use tax, if any applies for this project.

Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upo writing by both parties.

Prices are FOB your jobsite as stated above. Terms are Net 15th month prox. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by:	Date:	
Sales Representative:	Date:	
We appreciate the opportunity to provide you this quote and trust that Vulcan v projects.	vill have the	pleasure of serving your needs for this and future



GENERAL TERMS AND CONDITIONS

PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived. Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void

SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=632529479

EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

CHANGE OF TERMS

Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice.

APPLICABLE LAW

All orders are subject to acceptance by Vulcan at the headquarters of its Southern and Gulf Coast Division in Birmingham, Alabama, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law.

LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. VULCAN HEREBY EXCLUDES ALLWARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE. In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.

Vour account. Anytime. Anywhere. www. Myfisican com

Quotation



Attn: Robert Vandenbroeck Quote Name: Okaloosa County Bid Renewal 2021* Cres

Quote #: 50987085

OKALOOSA CNTY FINANCE Crestview Yard ATTN: ACCOUNTS PAYABLE

CRESTVIEW, FL 32536 CRESTVIEW, FL 32536

Acct#: 138505

Date: Wednesday, April 28, 2021 Sales Rep : Crystal Fink

Quote Created: Wednesday, April 28, 2021 2400 Veterans Memorial Blvd.

KENNER, LA 70062

Effective From: Friday, October 1, 2021 Phone: 504-618-7115

Quote Expiration: Friday, September 30, 2022 Fax: 504-464-7660

Price Expiration: Friday, September 30, 2022 Fax: 504-404-7000

Price Expiration: Friday, September 30, 2022 Email: finkc@vmcmail.com

Special Instructions:

Delivered within 25 miles of Crestview, FL

100 - Aggregates				505	111	
Plant	Product Name	Product #	Qty U/M	FOB Plant	Haul Rate	Delivered
DEFUNIAK SPRINGS - CALER	#57 Stone Code C10	25291	1 Tons	\$35.00	9.20	\$44.20
DEFUNIAK SPRINGS - CALER	4 Wash	24161	1 Tons	\$35.00	9.20	\$44.20
DEFUNIAK SPRINGS - CALEF	825-A BASE	16111	1 Tons	\$34.00	9.20	\$43.20
DEFUNIAK SPRINGS - CALER	Class 1 Riprap	47121	1 Tons	\$52.00	10.20	\$62.20
DEFUNIAK SPRINGS - CALER	Class 2 Riprap	47131	1 Tons	\$52.00	10.20	\$62.20
DEFUNIAK SPRINGS - CALER	Ditch Liner Code C33	47041	1 Tons	\$52.00	10.20	\$62.20
VALPARAISO - PRIDE	#57 Stone Code C10	25291	1 Tons	\$35.00	9.20	\$44.20
VALPARAISO - PRIDE	825-A BASE	16111	1 Tons	\$34.00	9.20	\$43.20
VALPARAISO - PRIDE	Class 1 Riprap	47121	1 Tons	\$52.00	10.20	\$62.20
VALPARAISO - PRIDE	Class 2 Riprap	47131	1 Tons	\$52.00	10.20	\$62.20
VALPARAISO - PRIDE	DITCH LINER	47041	1 Tons	\$52.00	10.20	\$62.20
VALPARAISO - PRIDE	FDOTGAB Code B10	14211	1 Tons	\$34.00	9.20	\$43.20



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Accepted by:	Date:	and the second
Sales Representative:	Date:	
We appreciate the opportunity to provide you this quote and trust that Vulcar	will have the	e pleasure of serving your needs for this and future



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EXCUILPATORY PROVISIONS

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Okaloosa County Attn: Robert Vandenbock 302 N Wilson St., Ste 203 Crestview, FL 32536

April 28, 2021

Robert,

Vulcan Materials would like to renew our current contract, # C17-2587-PW for the period of 10/1/21 to 9/30/2022. Due to rising market conditions it is imperative that Vulcan implements a price increase on the Okaloosa Co. renewal contract effective October 1, 2021. I have enclosed quotes with the new prices for you to review.

As always, thank you for your business and we appreciate the opportunity to be your preferred aggregate supplier. We look forward to continuing our relationship in the future. Please do not hesitate to contact me with any questions or concerns regarding this increase.

Sincerely,

Crystal Fink
Crystal Fink

Sales Representative, Southern Gulf Coast Division

Vulcan Materials Company

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

07/13/2020

Contract/Lease Control #: C17-2587-PW

Procurement#:

PW 59-19

Contract/Lease Type:

<u>CONTRACT</u>

Award To/Lessee:

VULCAN CONSTRUCTION MATERIALS, INC.

Owner/Lessor:

OKALOOSA COUNTY

Effective Date:

07/12/2017

Expiration Date:

09/30/2021W/1 1 YR RENEWAL

Description of:

LIMEROCK, LIMESTONE & ASPHALT MATERIALS

Department:

<u>PW</u>

Department Monitor:

<u>AUTREY</u>

Monitor's Telephone #:

<u>850-689-5772</u>

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

Closed:

Cc: BCC RECORDS



MEMORANDUM OF INSURANCE

DATE 22-Dec-2020

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://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=632529479. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER	COMPANIES AFFORDING COVERAGE		
Marsh USA Inc. ("Marsh")	Co. A Old Republic Ins Co (NAIC#24147)		
INSURED	Co. B		
Vulcan Materials Company	Co. C		
PO Box 385014 Birmingham	Co. D		
Alabama 35238-5014	Co. E		
United States	Co. F		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATE	
Α	GENERAL LIABILITY	MWZY312014-	01-Jan-2021	01-Jan-2022	GENERAL AGGREGATE	3,000,000
	Commercial	21			PRODUCTS - COMP/OP AGG	3,000,000
	General Liability				PERSONAL AND ADV INJURY	3,000,000
	Occurrence				EACH OCCURRENCE	3,000,000
	Occurrence				FIRE DAMAGE (ANY ONE FIRE)	INCLUDED
					MED EXP (ANY ONE PERSON)	EXCLUDED
Α	AUTOMOBILE LIABILITY	MWTB312011-	01-Jan-2021	01-Jan-2022	COMBINED SINGLE	3,000,000
	Any Auto	21			BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
	EXCESS				EACH OCCURENCE	
	LIABILITY				AGGREGATE	
A	WORKERS COMPENSATION /	MWC312015-	01-Jan-2021	01-Jan-2022		
	EMPLOYERS LIABILITY	21			WORKERS COMP LIMITS	Statutory
	THE				EL EACH ACCIDENT	1,000,000
	PROPRIETOR / PARTNERS /				EL DISEASE - POLICY LIMIT	1,000,000
	EXECUTIVE				EL DISEASE - EACH EMPLOYEE	1,000,000
	OFFICERS ARE Included				Processing (1970) (1970	- 200 CC VIII SA MASSANDON AND VALLEYA
A	Excess WC	MWXS312016- 21	01-Jan-2021	01-Jan-2022	WC-Statutory	EL \$1M/\$1M/\$1M
Α	Excess WC	MWFEX312010-	01-Jan-2021	01-Jan-2022	WC-Statutory	EL \$1M/\$1M/\$1M

CONTRACT#: C17-2587-PW
VULCAN CONSTRUCTION MATERIALS, INC.
LIMEROCK, LIMESTONE & ASPHALT MATERIALS
EXPIRES: 09/30/2021 W/1 1 YR RENEWAL

1	2/22/2	2020		https://marshdigital.	marsh.com/marshc	onnect/viewMOI.action?formpage=printPage
			21			

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

MEMORANDUM OF INSURANCE DATE 22-Dec-2020

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://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=632529479. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER	INSURED
Marsh USA Inc.	Vulcan Materials Company
("Marsh")	PO 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

Mideast Division Logistics, LLC

Vulcan Logistics, LLC

Calmat Co. DBA Shamrock Materials

Aggregates USA, 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.

CONTRACT#: C17-2587-PW
VULCAN CONSTRUCTION MATERIALS, INC.
LIMEROCK, LIMESTONE & ASPHALT MATERIALS
EXPIRES: 09/30/2021 W/ 1 1 YR RENEWALS



OKALOOSA CNTY WATER & SEWER ATTN: MARK GRIFFIN 1808 LEWIS TURNER BLVD FORT WALTON BEACH, FL 32547

December 10, 2020

To Our Valued Customers:

We would like to begin by saying thank you for your business and to let you know how much we appreciate the opportunity to be your preferred aggregate supplier.

Vulcan Materials' primary and unwavering commitment is to our customers and their ultimate success, and we remain dedicated to providing the highest quality products, service, and wide range of value added solutions to meet your needs. We feel very fortunate and proud to have been part of an industry deemed "essential" during this unprecedented time. Our employees have taken great pride in being able to safely service our customers and the communities in which we operate. While these past few months have been difficult, our industry remains strong as infrastructure, commercial and residential projects continue to move forward. As we look to 2021, we wanted to share our contractor pricing in an effort to assist with your quoting process. These prices will remain in effect until further notice. Please note that these prices are FOB sales yard and do not include any applicable taxes. Not all sizes are available at each sales yard, so please contact your sales representative for material availability, transportation options, technical assistance and other value added services.

Our representatives will be requesting the opportunity to meet with you to discuss ongoing work and future quotes. If you have pricing questions or projects requiring products that are not listed, give us a call so we can help provide solutions. As always, project specific pricing will be offered on a job by job basis.

Again, thank you for your business and we look forward to continuing our relationship in the future. Please do not hesitate to contact your sales representative to address any questions.

Sincerely,

Morris King

Morris King Area Sales Manager, Gulf Coast Vulcan Materials Company

VULCAN MATERIALS COMPANY - GULF COAST SALES YARDS LIMESTONE PRICING EFFECTIVE JANUARY 1, 2021

Sales Yard	Base	Coarse (ie. #57)	Chips (ie. #7, #89)	Rip Rap
	LOUISIA	INA SALES YARDS		. L
Westwego - SACTUN	\$25.00	\$28.00		
St Rose, Westwego, Convent - Gray	\$28.50	\$29.50		
Houma - Gray	\$28.50	\$29.50	\$31.50	\$43.00
Kenner, Westwego - Recycle Concrete	\$19.00			
	MISSISS	IPPI SALES YARDS		
Meridian - Gray	\$33.00	\$34.00	\$36.50	\$42.00
Laurel, Hattiesburg - Gray	\$38.50	\$39.50	\$42.00	\$50.00
Lucedale - Gray	\$37.00	\$38.00	\$40.50	
Long Beach, Gautier - Gray	\$33.00	\$34.00	\$36.50	\$48.00
	ALABAI	MA SALES YARDS		
Blakeley - SACTUN	\$29.00	\$30.00		
Blakeley- Gray	\$31.00	\$32.00		

VULCAN MATERIALS COMPANY - GULF COAST SALES YARDS LIMESTONE PRICING EFFECTIVE JANUARY 1, 2021

Bay Bridge - Gray	\$31.00	\$32.00	\$35.00	\$46.00
	FLORIDA	SALES YARDS		
Cantonment, Pensacola, Defuniak Springs, Panama City - Gray	\$37.00	\$38.00	\$42.00	\$54.00
Valparaiso, Point Washington - Gray	\$36.00	\$37.00	\$41.00	\$53.00
Valparaiso-Recycle Concrete	\$24.00			~
FIM Blvd Fort Walton Recycle Concrete	\$22.00			



CONTRACT/LEASE RENEWAL FORM

CONTRACT#: C17-2587-PW

VULCAN CONSTRUCTION MATERIALS, INC. LIMEROCK, LIMESTONE & ASPHALT MATERIALS

EXPIRES: 09/30/2021 W/1 1 YR RENEWAL

April 28, 2020

Vulcan Construction Materials, LLC.

Attn: Crystal Fink

2400 Veteran's Memorial Blvd. Ste., 105

Kenner, LA 70062

RE: Limerock, Limestone & Asphalt Materials

Dear Ms. Fink

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, #C17-2587-PW for an additional term. The contract renewal period will be 10/01/2020 to 09/30/2021. The annual budgeted amount for this contract is \$_~_. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

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

COUNTY REPRESENTATIVES	AUTHORIZED COMPANY REPRESENTATIVE
Dept. Director Signature:	Contractor: Vulcan Materials Co.
Date: Vita	
Approved By: (as prescribed below on item 1)	Approved By: Crystal Fink
Date: 6/15/20	
Approved By: SF. (as prescribed below on italia)	
Robert A. "Trey" Goodwin Dote: JUL 0 7 2020 Chairman	Date: 5 8 2020
County Department Instructions:	

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

 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

CONTRACT#: C17-2587-PW VULCAN CONSTRUCTION MATERIALS, INC. LIMEROCK, LIMESTONE & ASPHALT MATERIALS EXPIRES: 09/30/2020

Memorandum of Insurance

	 DATE
MEMORANDUM OF INSURANCE	13-Dec-
	2019

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PRODUCER	COMPANIES AFFORDING COVERAGE			
Marsh USA Inc. ("Marsh")	co. A Old Republic Ins Co			
INSURED	Co. B			
Vulcan Materials Company	Co. C			
P O Box 385014 Birmingham	Co. D			
Alabama 35238-5014	Co. E			
United States	Co. F			

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIM LIMITS IN USD UNLESS	
A	GENERAL	MWZY312014-	01-Jan-2020	01-Jan-2021	GENERAL AGGREGATE	3,000,000
	LIABILITY Commercial	20			PRODUCTS - COMP/OP AGG	3,000,000
	General Liability				PERSONAL AND ADV INJURY	3,000,000
	Occurrence			ļ	EACH OCCURRENCE	3,000,000
				MANUFACTURE OF THE PROPERTY OF	FIRE DAMAGE (ANY ONE FIRE)	INCLUDED
				***************************************	MED EXP (ANY ONE PERSON)	EXCLUDED
A	r * * - *	MWTB312011- 20	01-Jan-2020	01-Jan-2021	COMBINED SINGLE LIMIT	3,000,000
	LIABILITY Any Auto	20			BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER	
					ACCIDENT) PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURENCE	
					AGGREGATE	
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONL	Υ:
					EACH ACCIDENT AGGREGATE	
Α	WORKERS	MWC312015-20	01-Jan-2020	01-Jan-2021	WORKERS COMP LIMITS	Statutory
	COMPENSATION /				EL EACH ACCIDENT	1,000,000
	EMPLOYERS LIABILITY				EL DISEASE - POLICY LIMIT	1,000,000
					EL DISEASE - EACH EMPLOYEE	1,000,000
Α	Excess WC	MWXS312016- 20	01-Jan-2020	01-Jan-2021	WC-Statutory	EL \$1M/\$1M/\$1M
	1		t			T

A	Excess WC	MWFEX312010-	01-Jan-2020	01-Jan-2021	WC-Statutory	EL \$1M/\$1M/\$1M
		20				
The	Memorandum	of Insurance	serves solely	to list insuranc	ce policies, limits	and dates of

coverage. Any modifications here to are not authorized.

MEMORANDUM OF INSURANCE

DATE 13-Dec-2019

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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.

PRODUCER

Marsh USA Inc.

("Marsh")

INSURED

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

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

Calmat Co. DBA Shamrock Materials

Aggregates USA, 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.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

08/23/2019

Contract/Lease Control #: C17-2587-PW

Procurement#:

PW 59-19

Contract/Lease Type:

CONTRACT

Award To/Lessee:

VULCAN CONSTRUCTION MATERIALS, INC.

Owner/Lessor:

OKALOOSA COUNTY

Effective Date:

07/12/2017

Expiration Date:

09/30/2020

Description of

Contract/Lease:

LIMEROCK, LIMESTONE & ASPHALT MATERIALS

Department:

<u>PW</u>

Department Monitor:

<u>AUTREY</u>

Monitor's Telephone #:

850-689-5<u>7</u>72

Monitor's FAX # or E-mail: <u>JAUTREY@MYOKALOOSA.COM</u>

Closed:

Cc:

Finance Department Contracts & Grants Office

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>07/18/2017</u>

Contract/Lease Control #: C17-2587-PW

Bid #: <u>RFB PW 59-17</u>

Contract/Lease Type: <u>CONTRACT</u>

Award To/Lessee: <u>VULCAN CONSTRUCTION MATERIALS, LLC</u>

Owner/Lessor: OKALOOSA COUNTY

Effective Date: <u>7/12/2017</u>

Expiration Date: 9/30/2019

Description of

Contract/Lease: LIMEROCK, LIMESTONE & ASPHALT MATERIALS

Department: <u>PW</u>

Department Monitor: <u>AUTREY</u>

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: Finance Department Contracts & Grants Office

Memorandum of Insurance

DATE MEMORANDUM OF INSURANCE 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 berein 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, PRODUCER COMPANIES AFFORDING COVERAGE Marsh USA Inc. co. A Old Republic Ins Co. "Marsh") INSURED Co. B Vulcan Materials Company Co. C P O Box 385014 Co. D Birmingham €o. E Alabama 35238-5014 United States Co. F COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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 POLICY **POLICY** CO TYPE OF LIMITS **POLICY NUMBER EFFECTIVE EXPIRATION** LTR **INSURANCE** LIMITS IN USD UNLESS OTHERWISE INDICATED DATE DATE GENERAL LIABILITY MWZY312014-19 01-Jan-2019 GENERAL AGGREGATE 01-Jan-2020 3,000,000 Commercial PRODUCTS - COMP/OP 3,000,000 General Liability PERSONAL AND ADV 3.000,000 Occurrence INJURY EACH OCCURRENCE 3,000,000 PIRE DAMAGE (ANY ONE INCLUDED MED EXP (ANY ONE **EXCLUDED** PERSON MWTB312011-19 01-Jan-2019 COMBINED SINGLE LIMIT AUTOMOBILE 01-Jan-2020 3,000,000 LIABILITY BODILY INJURY (PER PERSON) Any Auto BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE EACH OCCURENCE EXCESS LIABILITY AGGREGATE AUTO ONLY (PER CARAGE LIABILITY THER THAN AUTO ONLY EACH ACCIDENT AGGREGATE MWC312015-19 01-Jan-2019 01-Jan-2020 WORKERS COMP LIMITS WORKERS Statutory COMPENSATION / EL EACH ACCIDENT 1,000,000 **EMPLOYERS** EL DISEASE - POLICY 1,000,000 LIABILITY EL DISEASE - EACH 1.000.000 MPLOYEE Excess WC MWXS312016-01-Jan-2019 01-Jan-2020 WC-Statutory EL \$1M/\$1M/\$1M 19 Excess WC MWFEX312010-01-Jan-2019 01-Jan-2020 WC-Statutory EL \$1M/\$1M/\$1M The Memorandum of Insurance serves solely to list insurance policies, limits and dates of

MEMORANDUM OF INSURANCE

coverage. Any modifications hereto are not authorized.

CONTRACT#: C17-2587-PW VULCAN CONSTRUCTION MATERIALS, INC. LIMEROCK, LIMESTONE & ASPHALT MATERIALS EXPIRES: 09/30/2020

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PRODUCER

INSURED

Marsh USA Inc.

Vulcan Materials Company

("Marsh")

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.



CONTRACT/LEASE RENEWAL FORM

June 28, 2019

CONTRACT: C17-2587-PW VULCAN CONSTRUTION MATERIALS, INC. LIMEROCK, LIMESTONE & ASPHALT MATERIALS

	EXPIRES: 09/30/2020
Vulcan Construction Materials, LLC. Attn: Krystal Fink 2400 Veteran's Memorial Blvd., Ste. 105 Kenner, LA 70062 RE: Limerock, Limestone & Asphalt Materi	als
contract/lease, # C17-2587-PW period will be 10/01/2019 to 09/30/2	y Commissioners agrees to renew the subjectfor an additional term. The contract renewal 2020 The annual budgeted All other terms and conditions of the e and effect through the duration of this renewal.
If you are in agreement, please sign belocertificate of Insurance listing Okaloos	ow and return this form along with a current a County as co-insured (if applicable).
COUNTY REPRESENTATIVES	AUTHORIZED COMPANY REPRESENTATIVE
Dept. Director Signature: Signature: Social Autrey	Contractor: Vulcan Construction Materials, U
Approved By: A Hay A Hay (as prescribed below on item 1)	Approved By: and First
Approved By: <u>Jay Dung</u> (as prescribed below on item 1)	Title: Sales Representative
Date: 07.29.21019	Date: 014 3, 2019
County Department Instructions:	O .
) Obtain signatures from Department Direct Purchasing Manager <\$25K and less, OMB	or, authorized Company Representative and then Director \$25K to \$50K, County Administrator

<\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman

and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).

2) Keep a copy of this form for your records.

3) Send original to Purchasing Services Coordinator. If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

	Charle A. Which its
John Hofstad/County Administrator	Charles K. Windes, Jr., Chairman
40/8	Date: AUG 2 0 /2019
Signature	
7/30/19	ATTEST:
Date:	Say g. Styol
	J.D. Peacock II, Clerk



CLERK OF OAR OKALOOSA CRESTVI

CONTRACT#: C17-2587-PW
VULCAN CONSTRUCTION MATERIALS, LLC
LIMEROCK, LIMESTONE & ASPHALT MATERIALS
EXPIRES: 09/30/2019

OKALOOSA CNTY FINANCE 302 N WILSON ST., STE 203 Attn; Accounts Payable CRESTVIEW, FL 32536

October 15, 2018

To Our Valued Customers:

We would like to begin by saying thank you for your business and to let you know how much we appreciate the opportunity to be your preferred aggregate supplier. As outlined in our recent communication to you, all businesses are now facing the headwinds of inflation in this current economic cycle. As a producer of construction materials products and services, our real cost inputs on consumables are rising rapidly.

Vulcan Materials' primary and unwavering commitment is to our customers and their ultimate success, and we remain dedicated to providing the highest quality products, service, and wide range of value added solutions to meet your needs. In order to withstand these inflationary pressures and expand our ability to meet the growing market demand and the expectations you are accustomed to, it is imperative that we offset these rising costs with a price adjustment. Please find a detailed list of our pricing effective January 1, 2019 until further notice. Please note that these prices are FOB sales yard and do not include any applicable taxes. Not all sizes are available at each sales yard, so please contact your sales representative for material availability.

Our representatives will be requesting the opportunity to meet with you to discuss our action plans in this effort. These plans will include:

- 1. 2019 pricing plans established by the end of October 2018 that will be utilized as we provide quotations for work beginning after January 1, 2019.
- 2. On newly quoted work that may continue deep into 2019 and beyond, price escalators may be included that will vary by the scope of the project.

We felt it was important to give you this notice in advance, so that you may be fully prepared during your budgeting and bidding processes for next year. Again, thank you for your business and we look forward to continuing our relationship in the future. Please do not hesitate to contact your sales representative to address any questions.

Sincerely,

Brett Vandermeeden

Brett Vandermeeden Area Sales Manager, Gulf Coast Vulcan Materials Company

VULCAN MATERIALS COMPANY - GULF COAST SALES YARDS FIRECOGK II

Sales Yard and Source Quarry	Base	Coarse (ie. #4, #57, #67)	Chips (ie. #7, #8, #89)	Rip Rap
	LOUISIA	NA SALES YARDS		
Convent - Calica	OSA \$22.00 TY	\$26.00	\$26.00	
St. Rose - Calica	\$22.00	\$26.00	\$26.00	
Westwego - Calica	\$22.00	\$26.00	\$26.00	
Westwego - Grand Rivers	\$28.00	\$29.00	\$30.00	\$42.00
St Rose - Grand Rivers	\$28.00	\$29.00	\$30.00	\$42.00
Houma - Grand Rivers	\$28.00	\$29.00	\$30.00	\$42.00
Kenner & Westwego - Recycle	\$16.00			
	MISSISSI	IPPI SALES YARDS		
Meridian - Calera	\$32.50	\$33.50	\$35.50	\$41.00
Laurel - Calera	\$38.00	\$39.00	\$41.00	\$49.00
Hattiesburg - Calera	\$38.00	\$39.00	\$41.00	\$49.00
Lucedale - Calera	\$37.00	\$38.00	\$40.00	
Long Beach - Calera	\$32.00	\$33.00	\$35.00	\$47.00
Gautier - Calera	\$32.00	\$33.00	\$35.00	\$47.00
	ALABAN	ЛА SALES YARDS	•	
Blakeley - Calica	\$29.00	\$30.00		
Bay Bridge - Pride	\$30.00	\$31.00	\$33.00	\$50.00
	FLORID	A SALES YARDS		
Cantonment - Calera	\$36.00	\$37.00	\$41.00	\$53.00
Pensacola- Calera	\$36.00	\$37.00	\$41.00	\$53.00
Defuniak Springs - Calera	\$36.00	\$37.00	\$41.00	\$53.00
Panama City - Calera	\$36.00	\$37.00	\$41.00	\$53.00
Valparaiso - Pride	\$35.00	\$36.00	\$40.00	\$52.00
Point Washington - Pride	\$35.00	\$36.00	\$40.00	\$52.00

CONTRACT#: C17-2587-PW VULCAN CONSTRUCTION MATERIALS, LLC

LIMEROCK, LIMESTONE & ASPHALT MATERIALS

EXPIRES: 09/30/2019

Memorandum of Insurance

	DATE
MEMORANDUM OF INSURANCE	11-Dec-
	2017

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PRODUCER	COMPANIES AFFORDING COVERAGE		
Marsh USA Inc. ("Marsh")	co. A Old Republic Ins Co		
INSURED	Со. В		
Vulcan Materials Company	Co. C		
P O Box 385014 Birmingham	Co. D		
Alabama 35238-5014	Co. E		
United States	Co. F		

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE		LIMITS ESS OTHERWISE INDICATED	
A	GENERAL	MWZY 312014	01-JAN-2018	01-JAN-2019	GENERAL AGGREGATE	3,000,000	
	LIABILITY Commercial	2			PRODUCTS - COMP/OP AGG	3,000,000	
	General Liability Occurrence				PERSONAL AND ADV INJURY	3,000,000	
	Occurrence				EACH OCCURRENCE	3,000,000	
					FIRE DAMAGE (ANY ONE FIRE)	INCLUDED	
					MED EXP (ANY ONE PERSON)	EXCLUDED	
	AUTOMOBILE LIABILITY	MWTB 312011	01-JAN-2018	01-JAN-2019	COMBINED SINGLE LIMIT	3,000,000	
	Any Auto				BODILY INJURY (PER PERSON)		
					BODILY INJURY (PER ACCIDENT)		
					PROPERTY DAMAGE		
	EXCESS LIABILITY				EACH OCCURENCE		
					AGGREGATE		
Carreen,	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)		
					OTHER THAN AUTO ONL EACH ACCIDENT	Y:	
			LIBERT STATE AND SERVICE STATE OF SERVICE STATE STATE STATE OF SERVICE STA		AGGREGATE		
		MWC 312015-	01-JAN-2018	01-JAN-2019	WORKERS COMP LIMITS	Statutory	
		00			EL EACH ACCIDENT	1,000,000	
	EMPLOYERS LIABILITY				EL DISEASE - POLICY LIMIT	1,000,000	
					EL DISEASE - EACH EMPLOYEE	1,000,000	
Α	Excess WC	MWXS 312016	01-JAN-2018	01-JAN-2019	WC-Statutory	EL \$1M/\$1M/\$1M	
Α	Excess WC		01-JAN-2018	01-JAN-2019	WC-Statutory		



	MWFEX 312010		EL \$1M/\$1M/\$1M
	of Insurance difications her		ce policies, limits and dates of

MEMORANDUM OF INSURANCE

DATE 11-Dec-2017

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PRODUCER

Marsh USA Inc.

("Marsh")

INSURED

Vulcan Materials Company

P O Box 385014

Birmingham

Alabama 35238-5014

United States

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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.

Contract # C17-2587-PW
VULCAN CONSTRUCTION MATERIALS, LLC
LIMEROCK, LIMESTONE & ASPHALT MATERIALS
EXPIRES: 09/30/2019

NOTICE OF AWARD

TO: **Vulcan Construction Materials, LLC** 26148 Capital Drive Suite D Daphne, AL 36526 PROJECT: Provide Limerock, Limestone & Asphalt Millings, Various Rock Sizes **DESCRIPTION: RFB PW 59-17** The **OWNER** has considered the bid submitted by you for the above-described WORK in response to its Advertisement. This Notice of Award is a tentative award of contract and is not final until the Okaloosa County Board of County Commissioners approve final award. You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER: Okaloosa County Purchasing, ATTN: DeRita Mason, 5479A Old Bethel Road, Crestview, FL 32536. If you have any questions, please call DeRita Mason at 850-689-5960. day of JUNE , 2017 OWNER - OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS TITLE Purchasing Director Greg Kisela ACCEPTANCE OF NOTICE Receipt of the above **NOTICE OF AWARD** is hereby acknowledged. day of June

Title:

Memorandum of Insurance

MEMORANDUM OF INSURANCE DATE 19-Dec-2016

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 probibited. "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/marsh.com/ectpublic/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.

PRODUCER	COMPANIES AFFORDING COVERAGE
Marsh USA Inc. ("Marsh")	co.A Old Republic Ins Co
INSURED	Co.B
Vulcan Materials Company	Co.C
P O Box 385014	Co.D
Birmingham	
Alabama 35238-5014	Co.E
United States	Co.F

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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

			POLICY	POLICY		LATEC	
co	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE	EXPIRATION	LIMI		
LTR			DATE	DATE	LIMITS IN USD UNLESS OTHERWISE INDICATED		
Α	GENERAL LIABILITY	MWZY309029	01-JAN-2017	01-JAN-2018	GENERAL AGGREGATE	3,000,000	
	Commercial				PRODUCTS - COMP/OP	3,000,000	
	General Liability				AGG		
	Occurrence				PERSONAL AND ADV	3,000,000	
					INJURY		
					EACH OCCURRENCE	3,000,000	
					FIRE DAMAGE (ANY ONE	3,000,000	
					FIRE)		
					MED EXP (ANY ONE	EXCLUDED	
					PERSON)		
Α	AUTOMOBILE	MWTB309026	01-JAN-2017	01-JAN-2018	COMBINED SINGLE LIMIT	3,000,000	
	LIABILITY				BODILY INJURY (PER		
	Any Auto				PERSON)		
					BODJLY INJURY (PER		
					ACCIDENT)		
					PROPERTY DAMAGE		
	EXCESS LIABILITY		***************************************		EACH OCCURENCE		
					AGGREGATE		
	GARAGE LIABILITY				AUTO ONLY (PER		
					ACCIDENT)		
					OTHER THAN AUTO ONLY:		
		***************************************			EACH ACCIDENT		
					44.44.44.44.44.44.44.44.44.44.44.44.44.		

				-	AGGREGATE	
Α	WORKERS	MWC309030-00	01-JAN-2017	01-JAN-2018	WORKERS COMP LIMITS	Statutory
	COMPENSATION /			-	EL EACH ACCIDENT	1,000,000
	EMPLOYERS			***************************************	EL DISEASE - POLICY	1,000,000
	LIABILITY	***************************************			LIMIT	
			narana and		EL DISEASE - EACH	1,000,000
					EMPLOYEE	
A	Excess WC	MWXS309031	01-JAN-2017	01-JAN-2018	WC-Statutory	EL \$1M/\$1M/\$1M
Α	Excess WC	MWFEX309025	01-JAN-2017	01-JAN-2018	WC-Statutory	EL \$1M/\$1M/\$1M

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MEMORANDUM OF INSURANCE

DATE

19-Dec-2016

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PRODUCER	INSURED	
Marsh USA Inc.	Vulcan Materials Company	
("Marsh")	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

Palomar Transit Mix

Triangle Rock Products

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

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 grapted 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.

C17-2587-PW
Vulcan Construction Materials, LLC
Limerock, Limestone & Asphalt Materials
Expires: 9/30/2019

CONTRACT FOR RFB PW 59-17

With Vulcan Construction Materials, LLC.
Provide Base & Milling Materials – Limerock, Limestone & Asphalt Millings

This Contract executed and entered into this 12th day of July , 2017, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address 1250 N. Eglin Parkway, Shalimar, FL 32579, and Vulcan Construction Materials, LLC, a foreign limited liability company, whose address is 157 John Sims Parkway, Valparaiso, FL, 32564 (hereinafter the "Contractor), and states as follows:

WITNESSETH:

I. Incorporation of Documents

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

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

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

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

II. Scope of Services and Payment

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

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

DEF HELELIN

Page 1 of 6

Vulcan Construction Materials, LLC

III. Duration of Contract and Termination of the Contract

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

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

IV. Notice

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

The authorized representative of the County shall be:

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

The authorized representative(s) for Vulcan Construction Materials, LLC shall be:

Terry D. McGraw Sales/Vulcan Construction Materials, LLC 157 John Sims Parkway Valparaiso, FL 32580 Phone: 850-729-8830

Email: mcgrawt@vmcmail.com

Courtesy copy to:

Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536 Phone: 850-689-5960

Fax: 850-689-5998

Email: dmason@co.okaloosa.fl.us

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

V. Governing Law & Venue

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

VI. Public Records, Records Retention, and Audits

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

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

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

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

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

VII. Assignment

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

VIII. Entire Contract & Waivers

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

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

IX. Severability

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

X. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, not any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

XI. Third Party Beneficiaries

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

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

XII. Indemnification and Hold Harmless

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

XIII. Federal Grant Funds

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

XIV. Insurance

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

(This part of the page left blank intentionally)

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

VULCAN CONSTRUCTION MATERIALS, LLC

Signature

Anthony Grijaly

Date: 6/26/2017

WITNESS FOR CONTRACTOR

Signature

TERRIN Chancery

Print Name

KALOOSA COUNTY, FLORIDA

Carolyn N Ketchel Chairman

Date: 1/12/2017

ATTEST:

I'D. Peacock, II. Clerk

Page 6 of 6
Vulcan Construction Materials, LLC

EXHIBIT "A"



REQUEST FOR	BID (RFB) & RESP	ONDENT'S ACKNOWL	EDGEMENT
	OCK, LIMESTONE, & OUS ROCK SIZES	RFB NUMBE ASPHALT RFB PW 59-1	
LAST DAY FOR Q	UESTIONS:	May 11, 2017	3:30 P.M. cst
RFB OPENING DA	TE & TIME:	May 17, 2017	3:30 P.M. cst
NOTE: BIDS RECEIVED A	FTER THE BID OPENING I	DATE & TIME WILL NOT BE CO	ONSIDERED.
specifications and conditions a conditions have been met. All and received by the Okaloosa clock for the purpose of receiv located at 302 N. Wilson St, "RFB Number" and the "RFB the U.S. Postal Service or oth will be accepted. Bids may no	set forth in this RFB are incorporated somethal by the county Clerk of Court by the ing bids is located in the Clerk of Crestview, FL 32536. All enveropening Date & Time". Okalog er delivery services used by the total be withdrawn for a period of significant of the country of	a bid on the above referenced good prated into your response. A bid will signature in the space provided below "RFB Opening Date & Time" refers of Court, Brackin Building Conference lopes containing sealed bids must repose County is not responsible for lost to respondent. Neither faxed nor elective (60) days after the bid opening units of the complete complete the bid opening units of the complete complete the bid opening units of the complete compl	not be accepted unless all v. All bids must be sealed enced above. The official e & Training Room, #305 eference the "RFB Title", or late delivery of bids by stronically submitted bids nless otherwise specified.
OF THE RESPONDENT.	VILL NOT BE ACCEPTED WIT	HOUT THIS FORM, SIGNED BY AN	AUTHORIZED AGENT
COMPANY NAME MAILING ADDRESS 157	John Sins Parku		
CITY, STATE, ZIP	Paraiso, FL 32580)	
FEDERAL EMPLOYER'S IDENTIFICA	TION NUMBER (FEIN): 6	3-1211833	
11	= VMc nail. Com	FAX: 850 -	729-8864
FAIR AND WITHOUT COLLUSIO	ID FOR THE SAME MATERIALS, S N OR FRAUD. I AGREE TO ABIDE IN THIS BID FOR THE RESPONDE	TANDING, AGREEMENT, OR CONNECTUPPLIES, EQUIPMENT OR SERVICES, AS BY ALL TERMS AND CONDITIONS OF NT. TYPED OR PRINTED NAME DATE TANDON TO SERVICE SERVICES, AS AND CONNECTUPE SERVICES, AS AND CONDITIONS OF NT.	AND IS IN ALL RESPECTS

NOTICE TO RESPONDENTS RFB PW 59-17

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

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 3) of their Request for Bids (RFB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink.

At 3:30 p.m. (CST), May 17th, 2017, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "Provide limerock, limestone, & asphalt millings, various rock sizes."

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

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

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

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

All bids should be addressed as follows:

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

RFB PW 59-17

Clerk of Circuit Court Attn: BCC Records Newman C. Brackin Bldg. 302 N. Wilson Street #203 Crestview, Florida 32536

Gregory Kisela

Purchasing Director

Hacking Date

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Carolyn N. Ketchel Chairman

BID REQUIREMENTS

Specifications

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

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

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

TERM OF CONTRACT:

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

(This part of the page left blank intentionally)

GENERAL SUPPLY/CONSTRUCTION INSURANCE REQUIREMENTS

REVISED: 02/09/2016

BONDING REQUIREMENTS

There are no bonding requirements.

RESPONDENT'S INSURANCE

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

10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

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

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

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

LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

- 1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Rd, Crestview, Florida, 32536.
- 2. All policies shall expressly require 30 days' written notice to Okaloosa County at the address set out above, of the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- 3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR

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

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

GENERAL TERMS

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

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

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

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

UMBRELLA INSURANCE

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

GENERAL BID CONDITIONS

1. PRE-BID ACTIVITY -

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

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

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

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

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

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

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

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

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

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature. It is preferred that all signatures be in <u>blue ink</u> with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

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

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

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

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

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

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

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

County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

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

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

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

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

14. AWARD OF BID

- A. Okaloosa County Review Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- B. The County will award the bid to the lowest respondent, and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
- D. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.
- 15. PAYMENTS The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
- 16. DISCRIMINATION An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 17. PUBLIC ENTITY CRIME INFORMATION Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 18. CONFLICT OF INTEREST The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

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

- 19. REORGANIZATION OR BANKRUPTCY PROCEEDINGS Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 20. INVESTIGATION OF RESPONDENT The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
- 21. NO CONTACT CLAUSE The Okaloosa County Board of County Commissioners has established a solicitation silence policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

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

- 22. REVIEW OF PROCUREMENT DOCUMENTS Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 23. COMPLIANCE WITH FLORIDA STATUTE 119.0701 The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
- 24. PROTECTION OF RESIDENT WORKERS—The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

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

31. The following documents shall be submitted with the bid packet:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. No Contact Clause Form
- E. Recycled Content Form
- F. Indemnification and Hold Harmless
- G. Prohibition to Lobbying
- H. Company Data
- I. Addendum Acknowledgement
- J. Anti-Collusion Statement
- K. Bid Sheet

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: Vulear Construction Materials NAME: Anthony Grijalva
ADDRESS: 157 John Sins Pkwy. (Typed or Printed)

DDRESS: 15 1 John Sins P Kwy.

TITLE: Sales

32580 E-MAIL: Grijalvaa evncnail. com

PHONE NO.: 850 - 729 - 8830

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES	NO_X	
NAM	ME(S) POSITION(S)	
		Milestonic della bassica di
FIRM NAME: BY (PRINTED):	Vulcan Construction Materials UC Anthony Grijalva	
BY (SIGNATURE): TITLE: ADDRESS:	Sales 157 John Sims Parkway	
PHONE NO.	Valgaraiso, PL 32580 850-729-8830	
E-MAIL DATE	magrawt@vmemail.com 5/16/17	

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

As the person authorized to sign this statement, I can above requirements.	ertify that this company complies/will comply fully with the
DATE: May 16, 2017	SIGNATURE: Dod HJ
COMPANY: Vulcan Construction Materials, LLC	LNAME: Darren L. Hicks
ADDRESS: 1200 Urban lenter Dr. Birmingham, Az 35342	TITLE: Vice President, Human Resources
B-MAIL: <u>Corporate by @ vmcmail</u> com	
PRIONENO. 175.080.2018	

NO CONTACT CLAUSE

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

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

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

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

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

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

I _______ representing Vulcan Construction Materials UC Company Name

On this 16th day of May 2017 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

The Contractor, Vulca Construction, certifies or affirms the truthfulness and accuracy of each statement of its

The Contractor, Vulca Construction Materials or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Anthony Grijalva Sales Name and Title of Contractor's Authorized Official

Date

RECYCLED CONTENT FORM

ECYCLED CONTENT INFORMATION

1.	Is the material in the above: Virgin or Recycled (Check the applicable blank). If recycled, what percentage
	Product Description:
_	
2.	Is your product packaged and/or shipped in material containing recycled content?
	Yes No
	Specify:
3.	Is your product recyclable after it has reached its intended end use?
	Yes No
	Specify:
31	
abo	ove is not applicable if there is only a personal service involved with no product involvement.
ne	of Respondent: Anthony Grijalva
ail	of Respondent: Anthony Grijalva : Grijalvaaevncmail.com

INDEMNIFICATION AND HOLD HARMLESS

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

Vulcan Construction Materials Waspondent's Company Name So John Sims Parkway	Authorized Signature - Manual Anthony Grijalva
Physical Address	Authorized Signature – Typed
/alparaiso, Pl 32580	Sales
Mailing Address	Title
850-729-8830 Phone Number	FAX Number
850-914-0362 Cellular Number	FAX Number 850-729-2219 ON 850-974-0362 850-499-6951 After-Hours Number(s)
5/16/17	

Date

COMPANY DATA

Respondent's Company Name:	Vulcan Construction Materials LLC
Physical Address & Phone #:	157 John Sims Parkway
	Valparaiso, Florida 32580
•	850-729-8830
	104 Lees Place DeFuniak Springs, FL 32433
	850-951-05G1
Contact Person (Typed-Printed):	Terry D. McGraw
Phone #:	850-729-8830
Cell #:	850-974-0362
Federal ID or SS #:	63-1211833
DUNS #:	
Respondent's License #:	
Fax #:	850-129-8864
Emergency #'s After Hours, Weekends & Holidays:	850-729-2219 on 850-499-6951
Vulcan Construction Materia	850-974-0362
Monday - Friday 7:00 Valparaiso and DeFuniak ye	A.M - 3:00 P.M
Valparaiso and DeFuniak ye	ards

ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since iss of solicitation:				e issuance
ADDENDUM NO.		DATE		
	·			
	,			
				-

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

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

Ulcan Construction Materials LLC Bidder's Company Name 157 John Sims Parkway	Authorized Signature - Manual
Valparaiso, Fl 32580 Address	Authorized Signature – Typed Sales Title
850-729-8830 Phone #	850-729-8864 Fax#
<u>63-1211833</u> Federal ID # or SS #	

VULCAN

3ID SHEET

Date Submitted: <u>5/16/17</u>

BID	SHEET	
ВID	энвиг	

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

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

Price per ton picked up at facility - 3260	Stovall Rd	Florala, AL	\$ 14
·		36442	4

Price per ton delivered within 25 miles of Ft Walton Beach, FL \$ \(\frac{\chi \sigma 5}{25} \)

Price per ton delivered within 25 miles of Crestview, FL \$ 25

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

Price per ton picked up at plant	\$ <u>34</u>
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Price per ton delivered within 25 miles of Ft Walton Beach, FL \$ 40.75

Price per ton delivered within 25 miles of Crestview, FL \$ \(\frac{\mathcal{H}}{\psi}\).

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

Price per ton picked up at plant

\$ \(\mathcal{V} \operatorname{A} \)

Price per ton delivered within 25 miles of Ft Walton Beach, FL

\$ \(\mathcal{V} \operatorname{A} \)

Price per ton delivered within 25 miles of Crestview, FL \$_\(\times\)A

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

Price per ton picked up at facility

\$ 35

Price per ton delivered within 25 miles of Ft Walton Beach, FL

\$ 41.75

Price per ton delivered within 25 miles of Crestview, FL \$ \frac{1}{2}

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

Price per ton picked up at facility

\$\frac{35}{4\pi}\$. So

Price per ton delivered within 25 miles of Ft Walton Beach, FL

\$\frac{4\pi}{4\pi}\$.

Price per ton delivered within 25 miles of Crestview, FL \$ 42

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

Price per ton picked up at facility

\$\frac{52}{58.}\$

Price per ton delivered within 25 miles of Ft Walton Beach, FL

\$\frac{58.}{75}\$

Price per ton delivered within 25 miles of Crestview, FL \$ 50,

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

Price per ton picked up at facility

\$\frac{52}{58.}\$

Price per ton delivered within 25 miles of Ft Walton Beach, FL

\$\frac{58}{58.}\$

Price per ton delivered within 25 miles of Crestview, FL

EXHIBIT B GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Respondents shall comply with the clauses as enumerated below, if applicable.

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

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

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

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

- 13. Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 14. Procurement of Recovered Materials: Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. Access to Records and Reports:

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

16. Record Retention:

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

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

18. Termination for Default (Breach or Cause):

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

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

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

PHONE NO.: 251-259-2187

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

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

DATE: 6/26/2017	SIGNATURE: AS 2.
COMPANY: Vulcan Construction Materials, 1	Willia Anthony Grijalva
ADDRESS: 26148 Capital Drive	1
Suite D Daphne AL 36526	•
E-MAIL: Grijalvage vmcmail.com	





BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE:

July 11, 2017

TO:

Honorable Chairman and Members of the Board

FROM:

Greg Kisela

SUBJECT:

Contract for Limerock/Limestone Materials

DEPARTMENT:

Purchasing

BCC DISTRICT:

ALL

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

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

OPTIONS: Approve/Deny

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

6/28/2017

RECOMMENDED BY:

John Hofstad, Coanty Administrator

7/3/2017

APPROVED BY:

John Hofstad, County Administrator

CONTRACT & LEASE INTERNAL COORDINATION SHEET

	Contract/Lease Number: TBD	Tracking Number 2445-1				
	Contractor/Lessee Name: Vulcan Construc	- -				
	Purpose: Lime rock, ume stano; asy	——————————————————————————————————————				
	Date/Term: 34RSW2/14R renewals	1. GREATER THAN \$50,000				
,	Amount: Unit price	2. GREATER THAN \$25,000				
	Department: PW	3. 🔲 \$25,000 OR LESS				
	Dept. Monitor Name: Au Ay	_				
	Document has been reviewed and includes any attachr	ments or exhibits.				
	Purchasing Review	w ,				
	Procurement requirements are met:					
	Olda 1/1/100	Date: (0-6-17				
	Purchasing Director or designee Greg Kisela, Charles Powell, DeRita Mason, Matthew Young					
	Risk Management Review					
	Approved as written:					
	Kuptalking	Date: 6-8-17				
	Risk Manager or designee C Laura Porter or Kryst	al King				
	County Attorney Review					
	Approved as written: SQ QNAW	l'attacked				
		Date: <u>10.7-(7</u>				
Į	County Attorney Gregory T. Stewart, Lynn Ho	shihara, Kerry Parsons or Designee				
	Following Okaloosa County	approval:				
	Contracts & Grants	S				
	Document has been received:					
		Date:				
	Contracts & Grants Manager					

DeRita Mason

From:

Parsons, Kerry < KParsons@ngn-tally.com>

Sent:

Wednesday, June 07, 2017 10:47 AM

To:

DeRita Mason

Cc:

Lynn Hoshihara

Subject:

RE: Contract with Vulcan RFB 59-17

This is approved for legal purposes;

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]

Sent: Wednesday, June 07, 2017 11:33 AM

To: Parsons, Kerry **Cc:** Lynn Hoshihara

Subject: Contract with Vulcan RFB 59-17

Last one for these.



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

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Search Results

Current Search Terms: vulcan* construction* materials* IIc*

Notice: This printed document represents only the first partition your complete search results, you can download the l	ge of your SAM search results PDF and print it.	. More re	sults may b	e available. T	Glossary
Entity VULCAN CONSTRUCTION MATERIALS, LLC			Status:	In Progress	Search Results Entity
DUNS: 010877803	CAGE Code:		Г	View Details	
Has Active Exclusion?: No	DoDAAC:		L	view Details	Search
Expiration Date:	Debt Subject to	Offset?	No		Filters
Purpose of Registration: All Awards					By Record
Address: 1000 E WARRENVILLE RD STE 100					Status
City: NAPERVILLE	State/Province: IL				By Record
ZIP Code: 60563-2044	Country: UNITED S	TATES			Туре
GSA	Search Rec Data Acces Check Stat About Help	SS	Disclaime Accessibi Privacy P	ers GS lity GS	PIIS.gov A.gov/IAE A.gov A.gov
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WW1					

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