

CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
<u>CM 1986-A1</u>

CONTRACTOR INFORMATION

Name: Argos Ready Mix LLC

Address 3015 Windward Plaza, Suite 300 Alpharetta GA 30005
City State Zip

Contractor's Administrator Name: Mr. Robert A Hays Title: Division Manager - North Florida

Tel#: (904) 354-8286 Fax: (904) 354-8450 Email: RHays@argos-us.com

CONTRACT INFORMATION

Contract Name: Ready Mix Concrete Contract Value: \$20,000.00

Brief Description: Argos Ready Mix LLC purchase of Vulcan Materials Company Ready Mix Concrete Products.
Contract Dates : From: 10-01-13 to 09-30-15 Status: New Renew Amend# WA/Task Order



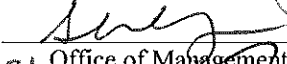
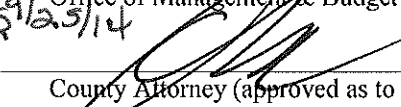
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: CM1986-A1 Increase Amount of Existing Contract: _____ No Increase

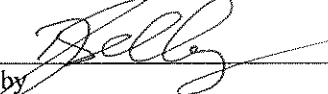
New Contract Dates: 9/8/14 to 9/24/15 TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|---|------------------------|---|
| 1. | 
Department Head Signature | <u>9/23/14</u>
Date | <u>Materials 03404541-553010</u>
Funding Source/Acct # |
| 2. | 
Contract Management | <u>9/24/14</u>
Date | |
| 3. | 
Office of Management & Budget | <u>9-25-14</u>
Date | |
| 4. | 
County Attorney (approved as to form only) | <u>9-29-14</u>
Date | |

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL


Ted Selby 10/1/14
Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

PM 2:37

CONTRACT MANAGEMENT

RECEIVED

RECEIVED
COUNTY MANAGERS
OFFICE

14 SEP 30 AM 11:22

14 SEP 24 PM 12:56

RECEIVED
COUNTY MANAGERS
OFFICE

ASSIGNMENT/APPROVAL OF ASSIGNMENT AGREEMENT

This Assignment Agreement is by and between Vulcan Materials Company (“Vulcan”) and Argos Ready Mix LLC (“Vendor”), located at 3015 Windward Plaza, Suite 300, Alpharetta, GA 30005, with the joinder of Board of County Commissioners of Nassau County, Florida (“County”).

RECITALS:

WHEREAS, The Board of County Commissioners of Nassau County, Florida (the “County”) and Vulcan Materials Company (“Vulcan”) are parties to an existing written agreement identified as “Contract for Ready Mix Concrete, a/k/a Contract Number CM1986” dated August 12, 2013, effective as of October 1, 2013 (herein, the “Contract”); and

WHEREAS, as of March 8, 2014, Vulcan has sold its concrete business to Argos Ready Mix LLC (“Vendor”); and

WHEREAS, the Contract at Section 12 states that the Vendor (Vulcan) “will not be permitted to assign its contract... without obtaining prior written approval by the County”; and

WHEREAS, the parties desire to properly record such approval and assignment by this document.

ASSIGNMENT & AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto do mutually agree as follows:

1. Vulcan assigns all of its rights, interests and duties in, under or arising by reason of the Contract, to Vendor.
2. Vendor accepts the assignment of the Contract by Vulcan, effective as of March 8, 2014, ratifies and confirms the Contract and agrees to be bound by the terms thereof to the full, same and equal extent as has heretofore bound Vulcan.
3. County approves the assignment of the Contract from Vulcan to Vendor and, pursuant to Section 12 of the Contract, acknowledges such approval by this document.
4. Except for the name of the party providing services to the County, the Contract remains unaltered and unchanged, and is ratified and confirmed as being and remaining in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Assignment/Approval of Assignment Agreement on the date noted below, effective as of March 8, 2014.

VULCAN MATERIALS COMPANY

By: [Signature]
Its: VP of Finance

ARGOS READY MIX I/LC

By: [Signature]
It: GM - North Florida Division

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

[Signature]
~~BARRY V. HOLLOWAY~~ TED SELBY, COUNTY MANAGER
Its: Chair Designee

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
Chair's Signature:

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
John A. Crawford
Its: Executive Clerk

~~Approved as to form and legality by the~~
~~Nassau County Attorney~~

DAVID A. HALLMAN



RB DEPT RECEIVED

2014 MAR 13 AM 11:30

NASSAU CTY ROAD & BRIDGE DEPT
96161 NASSAU PLACE
YULEE, FL 32097

Dear Valued Customer:

Effective March 8, 2014, Vulcan has sold its cement and concrete businesses in the Florida area to Cementos Argos (Argos). This transaction supports our aggregates-focused strategy, and we will remain a leading producer of construction aggregates in Florida, providing the highest quality and service to our customers.

For a period of time, Vulcan has agreed to provide certain administrative services for Argos. Therefore, your current contacts for sales, orders, invoices, and other customer services, will not change. Your service will be uninterrupted during this transition.

Cement and concrete shipped through March 7th will be invoiced by Vulcan Materials Company. Payments for all Vulcan invoices should be paid to the existing remit address shown below. Vulcan will continue to provide aggregate and calcium products. Payment of future Vulcan invoices for these products should continue to be sent to the following address:

Florida Rock Industries, Inc.
PO BOX 620000 STOP 9927
Orlando, FL 32891-9927

Cement and concrete shipped on or after March 8th will be invoiced by Argos using a new customer number. Payments for all invoices from Argos should be paid to the Argos remit address below:

Argos Cement LLC
PO BOX 919438
Orlando, FL 32891-9438

If you have any questions about your account or service during this transition period, please contact your sales representative or Vulcan's Customer Service team at 800-777-8752, or you may email help@vmcmail.com

On behalf of all of our Vulcan employees, thank you for the privilege of serving you.



To our valued customers:

We are pleased to announce that Argos completed a major acquisition of cement and ready mix assets from Vulcan Materials Company to expand our operations in the southeast United States. Our purchase of these assets, which are noteworthy for their efficiency and technical quality, is an ideal strategic fit that will enable us to better serve you with an expanded geographic footprint and our own integrated U.S. cement and ready mix operations.

The assets included in this transaction are:

- An integrated dry-process cement plant in Newberry, Florida, with an installed capacity of 1.6 million tons per year;
- Two grinding facilities and marine terminals in Tampa and Port Manatee, Florida, with a combined installed capacity of 1.85 million tons per year;
- Sixty-nine ready mix concrete plants with a fleet of 372 mixer trucks and an annual production capacity of 3.29 million cubic meters; and
- Thirteen concrete block production plants with a capacity of 109 million units per year.

The completion of this transaction brought more than 750 current Vulcan Materials Company employees that are now a part of the Argos family, giving us just over 3,000 employees throughout Alabama, Arkansas, Georgia, Florida, Mississippi, North Carolina, South Carolina, Texas and Virginia.

The location of the new assets is an exceptional fit with our existing footprint and gives us a leadership position in the cement and ready mix market in the southeastern United States, as well as strategic port access. With this purchase, Argos is now the leading producer of cement in the southeast United States, the second-largest cement producer in Florida, and among the 20 largest cement companies in the world.

We look forward to continuing to be an integral partner to you as we build together in some of the country's most vibrant and desirable places to live and work across the Southeast.

A handwritten signature in black ink, appearing to read "Eric Flesch".

Eric Flesch
Argos President—USA

2014 MAR 14 PM 12:19
RB DEPT RECEIVED

Sharon Johns

From: Sharon Johns
Sent: Tuesday, June 17, 2014 8:15 AM
To: 'George Aviles'
Cc: Scott Herring; Shelley Caldwell; David Hearn; Jennifer Beaver; Jenniffer Hartley; Charlotte Young; Dawn Krass; Glenita Mitchell
Subject: RE: Message from 1056

George,
In the past an amendment to the contract was required before additional payments were issued. I will return the invoice I just received from you and please contact Contract Management to begin the process.

Thank you!

Sharon A. Johns
Accounts Payable
Nassau County Clerk Financial Services
(904) 548-4812
sjohns@nassauclerk.com

From: George Aviles [<mailto:gaviles@nassaucountyfl.com>]
Sent: Tuesday, June 17, 2014 7:42 AM
To: Sharon Johns
Cc: Scott Herring; Shelley Caldwell; David Hearn; Jennifer Beaver; Jenniffer Hartley; Charlotte Young; Dawn Krass
Subject: FW: Message from 1056

Good Morning Sharon,

FYI (Attachment 2).

George Aviles Jr., Office Manager
Nassau County Road & Bridge Dept Florida

From: Unity Messaging System - NCUNITY <Unity_NCUNITY@nassaucountyfl.com>
Sent: Monday, June 16, 2014 3:51 PM
To: George Aviles
Subject: Message from 1056

RB DEPT RECEIVED
2014 JUN 18 AM 8:22

RE: Approval of Assignment Agreement Vulcan / Argos 2014

Dawn Krass

Mon 9/22/2014 2:43 PM

To: George Aviles <gaviles@nassaucountyfl.com>;

Cc: Scott Herring <sherring@nassaucountyfl.com>; Shelley Caldwell <scaldwell@nassaucountyfl.com>; David Hearn <dhearn@nassaucountyfl.com>; Jennifer Beaver <jbeaver@nassaucountyfl.com>; Jenniffer Hartley <jhartley@nassaucountyfl.com>; Charlotte Young <cyoung@nassaucountyfl.com>; Dawn Krass <dkrass@nassaucountyfl.com>;

George,

I modeled it after the last agreement I found with a similar purpose which had Board's signature on it. Since Ted signed the one for Florida Petroleum/Walthall, then he should be able to sign this one. Please start the process with the Contract Approval Form. I will type through the Board info and place Ted's info when it is ready for signature. We won't be able to send to Ted until we have the actual original from Argos.

Dawn Krass, CPPB
Contract Specialist
Nassau County Contract Management
96135 Nassau Place, Suite 6
Yulee, FL 32097
P) 904-491-7377 ext 1097
F) 904-321-2658
Email: dkrass@nassaucountyfl.com

-----Original Message-----

From: George Aviles
Sent: Monday, September 22, 2014 11:46 AM
To: Dawn Krass
Cc: Scott Herring; Shelley Caldwell; David Hearn; Jennifer Beaver; Jenniffer Hartley; Charlotte Young
Subject: Re: Approval of Assignment Agreement Vulcan / Argos 2014

Good Morning Dawn,

Why isn't this a Contract Approval Form like Attachment (Walthall Oil Company take over for Florida Petroleum Corporation).

Thank you,

George Aviles Jr., Office Manager
Nassau County Road & Bridge Dept Florida _____

From: George Aviles

Sent: Monday, September 22, 2014 9:51 AM

To: Dawn Krass

Cc: Scott Herring; Shelley Caldwell; David Hearn; Jennifer Beaver; Jenniffer Hartley; Charlotte Young
Subject: Fw: Approval of Assignment Agreement Vulcan / Argos 2014

Yes, Ma'am.

From: Dawn Krass
Sent: Monday, September 22, 2014 8:43 AM
To: George Aviles
Cc: Dawn Krass; Charlotte Young
Subject: FW: Approval of Assignment Agreement Vulcan / Argos 2014

George,

Please process on agenda request to get this to the Board to approve. I have asked Bob Hays to send me the original with the "wet" signatures.

Dawn Krass, CPPB
Contract Specialist
Nassau County Contract Management
96135 Nassau Place, Suite 6
Yulee, FL 32097
P) 904-491-7377 ext 1097
F) 904-321-2658
Email: dkrass@nassaucountyfl.com

-----Original Message-----

From: Robert Hays [mailto:RHays@argos-us.com]
Sent: Friday, September 19, 2014 4:45 PM
To: Dawn Krass; George Aviles
Cc: Ross Adolph
Subject: Approval of Assignment Agreement Vulcan / Argos 2014

Attached is the signed letter of agreement. Hope this helps your transition process

Please let me know if I can help with anything else.

Bob Hays

Division Manager - North Florida

Argos USA

700 Palmetto St

Jacksonville, FL 32202

O: 904-354-8286

F: 904-354-8450

C: 904-545-5271

rhays@argos-us.com

www.argos-us.com

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+++++ El contenido de este mensaje (incluyendo los documentos adjuntos) puede contener información privada, confidencial y privilegiada. Si usted no es el destinatario real del mismo, por favor informe de ello inmediatamente a quien lo envía, elimine esta comunicación de cualquier sistema o servidor y destruya todas las copias que tenga de ella. Cualquier uso, divulgación, distribución, copia, retención o grabación de este mensaje y de cualquiera de sus anexos, en todo o en parte, por cualquier persona distinta a su destinatario real, está estrictamente prohibida.

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Contract Number CM1986
Bid Number NC13-020

CONTRACT FOR READY MIX CONCRETE

THIS CONTRACT entered into this 12th day of August, 2013, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **VULCAN MATERIALS COMPANY**, 700 Palmetto Street, Jacksonville, FL 32202, hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Ready Mix Concrete, Bid No. NC13-020, on June 4, 2013 at 4:00 p.m.; and

WHEREAS, the Road and Bridge Department determined that Vulcan Materials Company was the lowest, most responsive and responsible bidder for the bid items as set forth in Exhibit "B"; and

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services to be Provided

The County does hereby retain the Vendor to furnish materials or services as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required materials and service shall be specifically enumerated, described and depicted in the Purchase orders authorizing performance of the specific task. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for materials ordered without proper purchase order authorization. The County shall pay the vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until materials, goods or services have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of an invoice, in duplicate, with the Purchase Order number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Nassau County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the Vendor.

SECTION 16. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

SECTION 17. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the clerk's cost, upon five (5) days' written notice.

SECTION 18. Vendor Responsibilities

The Vendor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

SECTION 19. Public Emergencies

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to rent/sell/lease all goods and services to the county or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 20. Period of Contract/Option to Extend or Renew

This Contract shall begin on October 1, 2013 and terminate September 30, 2015. The performance period of this Contract may be extended upon mutual Contract between the vendor and the County with no change in terms or conditions. Any extension of performance period

under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall not exceed four (4) years in length. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

SECTION 21. Exercise of Option

Exercise of option to extend term of contract: If the County wishes to enter into an option period, the County shall request from the Vendor their written statement of desire to enter into an extension of the performance period.

SECTION 22. Probationary Period

The first ninety (90) days of this Contract are to be considered a "probationary" period. At the County's election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

SECTION 23. Escalation Clause

Ninety (90) days prior to the end of the contract term, the Vendor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the County. It is also expected that de-escalation of prices will be extended to the County if market so reflects. The County will consider a price adjustment based on the latest Consumer Price Index and/or proof of a manufacturer's price increase. Any and all proposed increases are subject to approval by the County.

SECTION 24. Supervision

The Vendor shall act as an independent contractor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor's employees performing services under this Contract. Such employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

SECTION 25. Indemnification and Insurance

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part

EXHIBIT "A"

**TECHNICAL SPECIFICATIONS
READY MIX CONCRETE
Bid Number NC13-020**

1. Duration of Bid: (2) years; with two optional one-year extensions.
2. The payment due date for a local governmental entity for the purchase of goods or services other than construction services is 45 days per Florida Statutes Section 218.74.
3. Price quotes are to be F.O.B. to destination.
4. All charges must be indicated on the Bid Sheet. If not, Nassau County will have the authority to reject those charges.
5. Complete description and specifications of product must accompany each and every bid.
6. Ready Mix Concrete shall conform to the applicable section of the current specifications of Florida Department of Transportation Standard Specifications for Class I thru Class IV and Flowable Fill.
7. Bidders are required to fill out the following bid sheet:

ATTACHMENT "B" - BID PRICE SHEET

BID PRICE SHEET
 READY MIX CONCRETE
 BID NUMBER NC13-020

Item	Description	Price Per Cubic Yard
1	Redi Mix Concrete 2500 PSI	\$ 87.50
2	Redi Mix Concrete 3000 PSI	\$ 90.00
3	Redi Mix Concrete 3500 PSI	\$ 91.50
4	Redi Mix Concrete 4000 PSI	\$ 93.00
5	Flowable Fill	\$ 65.00
6	Fiber	\$ 7.00
7	Small Rock	\$ + 6.00
8	Short Load Fee	\$ 75.00 LESS THAN 6 CYD.
9	Environmental Fee	\$ 1.50
10	Fuel Surcharge Fee	\$ 2.25

VULCAN MATERIALS Co.
 Company
700 PALMETTO ST.
 Address
JACKSONVILLE,
 City FL State 32202 Zip
 Submitted by: GREGORY W MOORE *Gregory W Moore*
 Telephone Number 912-266-2410

REMINDER: THIS FORM IS TO BE INCLUDED WITH BID.
 FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.

COLLECTED BY: 001111
 DATE: 11/11/11 11:23