



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

BID/RFP NO.: 11-25B Effective 11/01/11
DESCRIPTION/TITLE: Furnish, Deliver and Discharge of Quicklime
CONTRACT PERIOD: Renewal from November 1, 2014 -- October 31, 2015
TERM OF CONTRACT: 1 Year
RENEWALS OPTIONS: 2 @ 1 Year

SECTION #1 - VENDOR AWARD

All agencies except City of Hollywood High Cal Granular Lime:

Vendor Name: Lhoist North America of Alabama, LLC
Vendor Address: 3700 Hulen St.
Ft. Worth, TX 76107
Submit Orders to: 1479 Town Center Drive, Suite 229
Lakeland, FL 33803
Contact: Travis L. Plains, Sales Manager
Phone: (877) 644-9010
Orders: (800) 695-5657
Fax: (863) 644-9030
Cell/Pager: (863) 221-1321
Email Address: travis.plains@lhoist.com
Website: www.lhoist.us
FEIN: 63-1002780

City of Hollywood High Cal Granular Lime:

Vendor Name: Carmeuse Lime & Stone, Inc.
Vendor Address: 11 Stanwix St., 11th Floor
Pittsburgh, PA 15222
Contact: Bruce D. Routhieaux
Phone: (412) 995-5500
Fax: (412) 995-5515
Cell/Pager: N/A
Email Address: salesinfo@carmeusena.com
Website: www.carmeuse.com
FEIN: 34-1053721

SECTION #2 – AWARD/BACKGROUND INFORMATION

Award Date: June 25, 2014
Resolution/Agenda Item No.: R-2014-62
Insurance Required: ☒ Yes ☐ No
Performance Bond Required: ☐ Yes ☒ No

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2014- 62

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXERCISE THE FIRST RENEWAL OPTION OF AGREEMENTS TO "FURNISH, DELIVER AND DISCHARGE OF QUICKLIME" TO, AND EXECUTE AGREEMENT AMENDMENTS WITH, LHOIST NORTH AMERICA OF ALABAMA, LLC (FORMERLY CHEMICAL LIME COMPANY OF ALABAMA, LLC) FOR THE CITY OF TAMARAC AND ON BEHALF OF EIGHTEEN OTHER AGENCIES IN THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE (CO-OP); AND WITH CARMEUSE LIME & STONE, INCORPORATED ON BEHALF OF ONE MEMBER OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE, THE CITY OF HOLLYWOOD, FOR A PERIOD OF ONE YEAR PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac served as "lead agency" on Bid 11-25B, "Furnish, Deliver and Discharge of Quicklime" issued on behalf of the Southeast Florida Governmental Purchasing Cooperative (CO-OP) which was awarded, on behalf of the City and eighteen (18) other agencies, to, and an Agreement executed with Chemical Lime Co. of Alabama, LLC, as evidenced by Resolution R-2011-86, a copy of which is on file with the City Clerk; and

WHEREAS, as the lead agency for the CO-OP, the bid was also awarded to and an Agreement executed on behalf of one (1) agency with the with

Carmeuse Lime and Stone, Inc., (Carmeuse), as further evidenced by Resolution R-2011-86; and

WHEREAS Chemical Lime Co. of Alabama, LLC underwent a corporate name change to Lhoist North America of Alabama, LLC effective December 31, 2011, as indicated in a letter issued by its parent company, Lhoist North America and shall heretofore be known as Lhoist North America of Alabama, LLC (Lhoist), a copy of said letter is included herein as Exhibit "1"; and

WHEREAS, both Lhoist and Carmeuse are agreeable to exercising the first one (1) year renewal option; and

WHEREAS, pursuant to Section 5 of the executed Agreements, Lhoist and Carmeuse may seek a quarterly material price adjustment based on a formula that factors in actual costs and / or recognized indices; and

WHEREAS, current dynamic economic conditions dictate that the best interests of the City and the CO-OP will be met by the continuation of an ongoing quarterly material price adjustment formula for Lhoist and Carmeuse customers, which allows for escalation and de-escalation of material pricing on a quarterly basis, effective October 1st, January 1st, April 1st and July 1st of each year; and

WHEREAS, sufficient funds are available from the Utilities Department Operating funds; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that the first renewal option for the

Agreement awarded as a result of Bid #11-25B be exercised and an agreement Amendment be executed with Lhoist for furnishing, delivering and discharging quicklime, for a period of one year for the City of Tamarac, and on behalf of eighteen (18) other agencies in the CO-OP; a copy of said Agreement Amendment #1 is attached hereto as Exhibit "2"; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that the first renewal option for the Agreement awarded as a result of Bid #11-25B be exercised and an Agreement Amendment be executed with Carmeuse for furnishing, delivering and discharging quicklime, for a period of one year on behalf of one (1) agency in the CO-OP, the City of Hollywood, a copy of said Agreement Amendment #1 is attached hereto as Exhibit "3"; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to exercise the first renewal option for Bid 11-25B and execute Agreement Amendment #1 with Lhoist for furnishing, delivering and discharging quicklime, for a period of one year effective November 1, 2014 on behalf of the City of Tamarac and eighteen (18) other agencies in the CO-OP, and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to exercise the first renewal option for Bid 11-25B and execute Agreement Amendment #1 with Carmeuse for furnishing, delivering and discharging quicklime, for a period of one

year effective November 1, 2014 on behalf of one (1) agency in the CO-OP, the City of Hollywood.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: Agreement Amendment #1 for the Agreement executed as a result of the award of Bid 11-25B, "Furnish, Deliver and Discharge of Quicklime", to Lhoist, on behalf of the City of Tamarac and eighteen (18) other agencies in the CO-OP for a period of one (1) year effective November 1, 2014, attached hereto as Exhibit "2", is hereby approved, and the appropriate City officials are hereby authorized to execute Agreement Amendment #1 with Lhoist, as part of said award, a copy of which is attached hereto as Exhibit "2" on behalf of the City of Tamarac and eighteen other (18) agencies in the CO-OP for a period of one (1) year effective November 1, 2014.

SECTION 3: Agreement Amendment #1 for the Agreement executed as a result of the award of Bid 11-25B, "Furnish, Deliver and Discharge of Quicklime", to Carmeuse, on behalf of one (1) agency, the City of Hollywood, in the CO-OP for a period of one (1) year effective November 1, 2014, attached hereto as Exhibit "3", is hereby approved, and the appropriate City officials are hereby authorized to execute Agreement Amendment #1 with Carmeuse as part of said award, a copy of which is attached hereto as Exhibit "3" on behalf of one (1) agency, the City of Hollywood, in the CO-OP for a period of one (1) year effective November 1, 2014.

SECTION 4: All resolutions or parts of resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

June 9, 2014

PASSED, ADOPTED AND APPROVED this 25 day of June 2014.

H. Dressler
HARRY DRESSLER
MAYOR

ATTEST:

Patricia Teufel
PATRICIA TEUFEL CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER yes
DIST 1: COMM. BUSHNELL yes
DIST 2: VICE MAYOR GOMEZ yes
DIST 3: COMM. GLASSER yes
DIST 4: COMM. PLACKO yes

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM

SSG
SAMUEL S. GOREN
CITY ATTORNEY

Ref: Company Name Change

Dear Customer:

As you know, our organization began doing business as Lhoist North America in 2009 as we became more closely aligned in the marketplace with our ownership. We are happy to announce that effective December 31, 2011 most all of our operating companies will be officially joined under one name – Lhoist North America. We hope that this change will alleviate any confusion that has existed with respect to our name change. Only H.C. Spinks Clay Company, Incorporated will retain its current name.

Each of our operating companies' physical addresses, phone numbers, remit-to addresses and Federal Tax Identification numbers will remain the same. Below is a listing of the former names of our companies, along with the corresponding new legal name, and the state in which each entity is organized.

FORMER NAME	ST	NEW NAME
Franklin Industries Inc.	TN	Lhoist North America of Tennessee, Inc.
Chemical Lime, Ltd.	TX	Lhoist North America of Texas, Ltd.
Chemical Lime Company of Missouri, Inc.	MO	Lhoist North America of Missouri, Inc.
Chemical Lime Company of Alabama, LLC	AL	Lhoist North America of Alabama, LLC
Chemical Lime Company of Virginia, Inc.	DE	Lhoist North America of Virginia, Inc.
Chemical Lime Company of Arizona	AZ	Lhoist North America of Arizona, Inc.
H.C. Spinks Clay Company, Incorporated	TN	H.C. Spinks Clay Company, Incorporated
Chemical Lime Company of Canada, Inc.		Lhoist North America of Canada, Inc.

For your convenience, a new W-9 for the operating company with which you do business is enclosed. If there are questions about the W-9, please email Kristy Ingram at kristy.ingram@lhoist.com.

Please call if you have any questions or concerns. As always, we strive to provide the best service to you.

Respectfully,



Mike Eliassen
Vice-President of Sales, West Region
Lhoist North America



David Puryear
Vice-President of Sales, East Region
Lhoist North America



Kathleen M. Reade
Corporate Paralegal

June 2, 2014

VIA FEDERAL EXPRESS

Mr. Keith K. Glatz, CPPO
Purchasing and Contracts Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, Florida 33321-2401

**Re: Agreement Between the City of Tamarac and Chemical Lime
Company of Alabama, LLC Associated with Bid Document No. 11-25B**

Dear Mr. Glatz:

Enclosed please find the above named document which has been executed by John Thompson and attested by Kenneth E. Curtiss on behalf of Lhoist North America of Alabama, LLC.

Please have the appropriate representatives of the City of Tamarac execute the documents, and return one to me for our file and distribution.

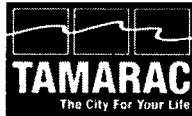
Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in cursive script that reads 'Kathleen Reade'.

Kathleen M. Reade

Enclosures



**AGREEMENT AMENDMENT #1
BETWEEN THE CITY OF TAMARAC**

AND

LHOIST NORTH AMERICA OF ALABAMA, LLC

The CITY OF TAMARAC (City) and Lhoist North America of Alabama, LLC (formerly Chemical Lime Company of Alabama, LLC) an Alabama limited liability corporation, with principal offices located at 3700 Hulen Street, Ft. Worth, Texas 76107, agree to amend that certain Agreement between the City of Tamarac and Lhoist North America of Alabama, LLC (formerly Chemical Lime Company of Alabama, LLC.) effective November 1, 2011, as amended, (the "Agreement") as follows:

1. Pursuant to the terms of Section 4, Time of Commencement and Substantial Completion, of the Agreement the City and Lhoist North America of Alabama, LLC exercise the first renewal option for the term November 1, 2014 through October 31, 2015.

* * *

2. Add the following item specification which shall be the same composition as Type 1 Pebble Lime" except for sieve size:

"Type 1A Rice Lime"

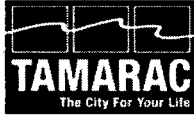
* * *

3. The name of the firm is now hereby changed from Chemical Lime Company of Alabama, LLC to Lhoist North America of Alabama, LLC as the result of a corporate name change.

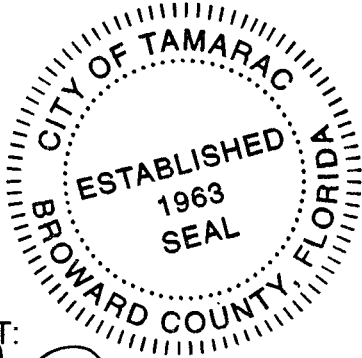
* * *

4. All other provisions of the original agreement remain in effect as written.

Remainder of Page Intentionally Blank



IN WITNESS WHEREOF, the parties hereby have made and executed this Amendment to Agreement on the respective dates under each signature, the City of Tamarac signing through its City Manager and its City Commission signing by and through its Mayor, and Lhoist North America of Alabama, LLC, signing by and through its Florida Sales Manager, duly authorized to execute same.



ATTEST:

Patricia Teufel
Patricia Teufel, CMC
City Clerk

Date

7/1/14

CITY OF TAMARAC

Harry Dressler
Harry Dressler, Mayor

Date

6/30/14

Michael C. Cernech
Michael C. Cernech, City Manager

Date

6-25-14

Approved as to form and legal sufficiency:

Samuel S. Goren
Samuel S. Goren, City Attorney

Date

6/24/14

ATTEST:

Kenneth E. Cartiss
(Corporate Secretary)

Kenneth E. Cartiss
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

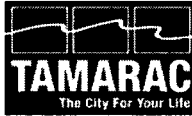
LHOIST NORTH AMERICA OF ALABAMA, LLC

John Thompson
Signature of Florida Sales Manager

John Thompson
Florida Sales Manager

Date

5/30/14



CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :

:SS

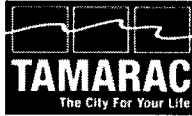
COUNTY OF Polk :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared John Thompson, Florida Sales Manager for Lhoist North America of Alabama, LLC., an Alabama Limited Liability Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 30 day of May, 2014 .Elizabeth A. HartSignature of Notary Public
State of FL at LargeElizabeth A. HartPrint, Type or Stamp
Name of Notary Public☒
☐Personally known to me or
Produced Identification

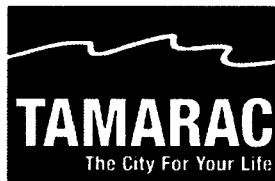
Type of I.D. Produced

☒
☐DID take an oath, or
DID NOT take an oath.



AGENCY	DELIVERY ADDRESS	ESTIMATED ANNUAL USAGE
TYPE 1 – Pebble Lime		
Broward County Dist. 1A	3701 N State Road 7, Lauderdale Lakes, FL 33319	3,900
Broward County Dist. 2A	1390 NE 50 th Street, Pompano Beach, FL 33064	6,300
City of Coral Springs	3800 NW 85 th Avenue, Coral Springs	2,000
Town of Davie	3500 NW 76 th Avenue, Davie	750
City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1,872
City of Fort Lauderdale	949 NW 38 th Street, Oakland Park, FL 33309	11,500
City of Hallandale	215 NW 6 th Avenue, Hallandale	900
City of Lauderhill	2001 NW 49 th Avenue, Lauderhill	1,825
City Of Miramar	2600 SW 66 th Terrace, Miramar	953
City of North Lauderdale (U.S. Water)	841 NW 71 st Avenue, North Lauderdale	50
City of North Miami	12098 NW 11 th Ave, North Miami	1,440
City Of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4,000
City of Pompano Beach	301 NE 12 th Street, Pompano Beach	2,020
City of Sunrise	4350 Springtree Drive, Sunrise	2,400
City of Sunrise	15400 Sludge Mill Road, Davie	600
City of Tamarac	7803 NW 61 st Street, Tamarac	1,500
Village of Wellington	1100 Wellington Trace, Wellington, FL 33414	1,240
TYPE 1A – Rice Lime		
City of Hollywood	3441 Hollywood Blvd., Hollywood	2,400
City of North Miami Beach	19150 NW 8 th Ave, Miami Gardens	2,800
City of Dania Beach	1201 Stirling Road, Dania Beach, FL 33004	320
City Of Margate	980 NW 66 Ave. Margate	2,500
Total Estimated Annual Tonnage		51,270

**PURCHASING AND
CONTRACTS DIVISION**



May 28, 2014

Mr. Bruce D. Routhieaux
Vice President, Sales
Carmeuse Lime & Stone, Inc.
11 Stanwix Street, 11th Floor
Pittsburgh, PA 15222

RE: Agreement Renewal
Bid 11-25B
Furnish Deliver and Discharge of Quicklime

Dear Mr. Routhieaux:

The City's Agreement with your company to provide quicklime will expire on 2014. The original agreement effective November 1, 2011 provides for three additional one year renewal options. This is the first renewal option for the subject contract.

As you know, we have both worked diligently to arrive at a mutually agreeable method for adjusting pricing, based on continuously changing economic conditions, which promise to remain dynamic. The attached Agreement Amendment reflects what we have agreed upon, and I am forwarding Agreement Amendment #1 for your firm to execute.

Accordingly, we would ask that you please print and fully execute two (2) originals of the Agreement Amendment attached hereto. Please ensure that the Amendment is attested by your company's Corporate Secretary, and sealed with your corporate seal. Return the two (2) original documents to the Purchasing & Contracts Division no later than June 10, 2014.

Upon execution by the City, an original will be returned to you for your records. If you have any questions, do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith K. Glatz".

Keith K. Glatz, CPPO, FCPM, FCPA
Purchasing and Contracts Manager

"Committed to Excellence...Always."

TAMARAC.ORG

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3570 | F: 954.597.3565

EQUAL OPPORTUNITY EMPLOYER



**AGREEMENT AMENDMENT #1
BETWEEN THE CITY OF TAMARAC
AND
CARMEUSE LIME & STONE, INC.**

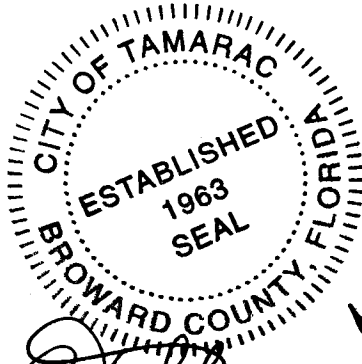
The CITY OF TAMARAC (City) and Carmeuse Lime & Stone, Inc. (Carmeuse), a Delaware corporation, with principal offices located at 11 Stanwix Street, 11th Floor Pittsburgh, PA 15222, agree to amend the original Agreement as follows:

1. Pursuant to the terms of Section 4, Time of Commencement and Substantial Completion, of the original Agreement effective November 1, 2011, the City and Carmeuse exercise the first renewal option for the term November 1, 2014 – October 31, 2015.
2. All other provisions of the original agreement remain in effect as written.

Remainder of Page Intentionally Blank



IN WITNESS WHEREOF, the parties hereby have made and executed this Amendment to Agreement on the respective dates under each signature, the City of Tamarac signing through its City Manager and its City Commission signing by and through its Mayor, and Carmeuse Lime & Stone, Inc., signing by and through its Vice President of Sales, duly authorized to execute same.



ATTEST:

Patricia A. Teufel
Patricia A. Teufel, CMC
City Clerk

Date

7/1/14

CITY OF TAMARAC

Harry Dressler
Harry Dressler, Mayor

Date

6/30/14

Michael C. Cernech
Michael C. Cernech, City Manager

Date

6-25-14

Approved as to form and legal sufficiency:

Samuel S. Goren
Samuel S. Goren, City Attorney

Date

6/24/14

ATTEST:

Kevin J. Whyte
(Corporate Secretary)

Kevin J. Whyte

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

CARMEUSE LIME & STONE, INC.

Bruce D. Routhieaux
Signature of Vice President of Sales

Bruce D. Routhieaux

Vice President of Sales

June 5, 2014

Date



CORPORATE ACKNOWLEDGEMENT

STATE OF Pennsylvania :

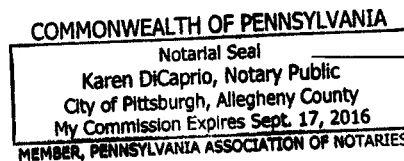
:SS

COUNTY OF Allegheny :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Bruce D. Routhieaux, Vice President of Sales of Carmeuse Lime & Stone, Inc., a Delaware Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 5 day of June, 2014 .

Signature of Notary Public
State of Pennsylvania at Large



Print, Type or Stamp
Name of Notary Public



Personally known to me or
Produced Identification

Type of I.D. Produced



DID take an oath, or



DID NOT take an oath.



City of Tamarac

Purchasing and Contracts Division

AGENCY	DELIVERY ADDRESS	ESTIMATED ANNUAL USAGE
TYPE 2 – High Cal Granular		
City of Hollywood	Wastewater, 1621 N. 14 th Ave., Hollywood, FL 33022	5000
Total Estimated Annual Tonnage		5000



SECTION #3 - PROCURING AGENCY

Agency Name:	City of Tamarac
Agency Address:	7525 NW 88 th Ave. Tamarac, FL 33321
Agency Contact:	Keith K. Glatz, CPPO
Telephone:	(954) 597-3567
Facsimile:	(954) 597-3565
Email:	keith.glatz@tamarac.org