



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. _____

Description/Title: _____

Initial Contract Term: Start Date: _____ End Date: _____

Renewal Terms of the Contract: _____ Renewal Options for _____
(No. of Renewals) (Period of Time)

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

SECTION #1 VENDOR AWARD

Vendor Name: _____

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: _____ Resolution/Agenda Item No.: _____

Insurance Required: Yes _____ No _____

Performance Bond Required: Yes _____ No _____

SECTION #3 LEAD AGENCY

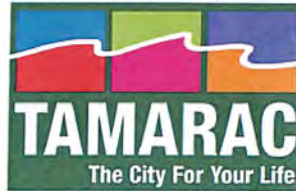
Agency Name: _____

Agency Address: _____

Agency Contact: _____ Email _____

Telephone: _____ Fax: _____

**OFFICE OF THE
CITY MANAGER**



Michael C. Cernech
CITY MANAGER

June 25, 2015

Mr. John Thompson
Florida District Manager
Lhoist North America of Alabama, LLC
4720 Cleveland Heights Blvd., Suite 203
Lakeland, FL 33813

Dear Mr. Thompson:

I am pleased to advise you that at its meeting on June 24, 2015, the City of Tamarac Commission approved a resolution authorizing the appropriate city officials to authorize renewal of your Agreement to "Furnish, Deliver and Discharge of Quicklime", as originally awarded as Bid #11-25B, and to execute an Agreement Amendment with, Lhoist North America of Alabama, LLC for the City of Tamarac and on behalf of the Southeast Florida Governmental Purchasing Cooperative for a period of one year with one (1) additional one-year renewal option, providing for conflicts; providing for severability; and providing for an effective date.

Attached is the approved resolution along with the executed Amendment, which constitute the full agreement with the City.

The Water Treatment Plant Lead Operator, Horst Bremer, will be the City of Tamarac contact for this agreement. Please contact him at (954) 597-3776; however, if there should be any problems of serious consequence, I expect you to advise me directly and immediately.

The City looks forward to continuing its relationship with Lhoist North America of Alabama, LLC.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael C. Cernech", is written over a white background.

Michael C. Cernech
City Manager

c: Horst Bremer, Lead Operator
Keith Glatz, Purchasing and Contracts Manager

Attachments

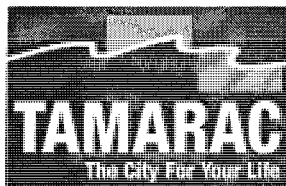
"Committed to Excellence... Always."

TAMARAC.ORG

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3510 | F: 954.597.3520

EQUAL OPPORTUNITY EMPLOYER

**PURCHASING AND
CONTRACTS DIVISION**



May 12, 2015

Mr. John Thompson
Florida Sales Manager
Lhoist North America of Alabama, LLC
4720 Cleveland Heights Blvd., Suite 203
Lakeland, FL 33813

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

Dear Mr. Thompson:

The City's Agreement with your company to provide quicklime will expire on October 31, 2015. The original agreement effective November 1, 2011 provides for three additional one year renewal options. This is the second 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 #2 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 May 22, 2015.

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

Attach

"Committed to Excellence... Always."



**AGREEMENT AMENDMENT #2
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 agree to exercise the second renewal option for the term November 1, 2015 through October 31, 2016.

* * *

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 Lhoist North America of Alabama, LLC, signing by and through its Florida Sales Manager, duly authorized to execute same.

CITY OF TAMARAC

[Signature]
Harry Dressler, Mayor

6-24-15
Date

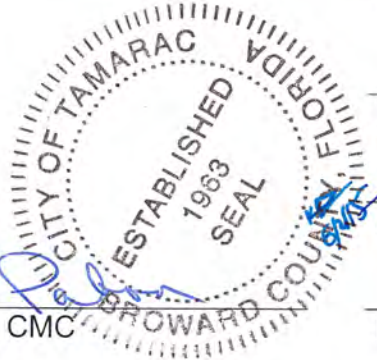
[Signature]
Michael C. Cernech, City Manager

6-29-15
Date

ATTEST:

for Patricia Teufel
Patricia Teufel, CMC
City Clerk

6-30-15
Date



Approved as to form and legal sufficiency:

[Signature]
Samuel S. Goren, City Attorney

6/22/15
Date

ATTEST:

[Signature]
(Corporate Secretary)

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

(CORPORATE SEAL)

LHOIST NORTH AMERICA OF ALABAMA, LLC

[Signature]
Signature of Florida Sales Manager

John Thompson
Florida Sales Manager

Date

CITY OF TAMARAC, FLORIDA
RESOLUTION NO. R-2015-52

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXERCISE THE SECOND RENEWAL OPTION OF AGREEMENTS TO "FURNISH, DELIVER AND DISCHARGE OF QUICKLIME" TO, AND EXECUTE AGREEMENT AMENDMENTS WITH, LHOIST NORTH AMERICA 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 Lhoist North America of Alabama, LLC (formerly 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

I hereby certify that this document is a true and correct copy of _____

R-2015-52

the original of which is on file in City Hall.
WITNESS MY HAND AND OFFICIAL SEAL
OF THE CITY OF TAMARAC, FLORIDA.

This 30th day of June, 2015.

Carolina Yandell

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 is now known as Lhoist North America of Alabama, LLC (Lhoist); said name change being approved by the City Commission at its June 25, 2014 Meeting, through Resolution R-2014-62, a copy of said resolution is on file with the City Clerk; and

WHEREAS, the City Commission also approved the first one (1) year renewal option at its June 25, 2014 through the Resolution R-2014-62; and

WHEREAS, both Lhoist and Carmeuse are agreeable to exercising the second 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 second 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 #2 is attached hereto as Exhibit "1"; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that the second 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 #2 is attached hereto as Exhibit "2"; 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 second renewal option for Bid 11-25B and execute Agreement Amendment #2 with Lhoist for furnishing, delivering and discharging quicklime, for a period of one year effective November 1, 2015 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 second renewal option for Bid 11-25B and execute Agreement Amendment #2 with Carmeuse for furnishing, delivering and discharging quicklime, for a period of one year effective November 1, 2015 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 #2 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, 2015, attached hereto as Exhibit "1", is hereby approved, and the appropriate City officials are hereby authorized to execute Agreement Amendment #2 with Lhoist,

as part of said award, a copy of which is attached hereto as Exhibit "1" 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, 2015.

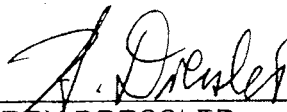
SECTION 3: Agreement Amendment #2 for the Agreement executed as a result of the award of Bid 11-25B, "Furnish, Deliver and Discharge of Quicklime", to Carmeuse, on behalf of one (1) agency, the City of Hollywood, in the CO-OP for a period of one (1) year effective November 1, 2015, attached hereto as Exhibit "2", is hereby approved, and the appropriate City officials are hereby authorized to execute Agreement Amendment #2 with Carmeuse as part of said award, a copy of which is attached hereto as Exhibit "2" on behalf of one (1) agency, the City of Hollywood, in the CO-OP for a period of one (1) year effective November 1, 2015.

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.

PASSED, ADOPTED AND APPROVED this 24 day of June 2015.



HARRY DRESSLER
MAYOR


ATTEST:



PATRICIA TEUFEL, CMC
CITY CLERK

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

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



SAMUEL S. GOREN
CITY ATTORNEY