



City of Hollywood, Florida

2600 HOLLYWOOD BLVD. • P.O. Box 229045 • ZIP 33022-9045

DATE: **September 15, 2015**

RE: **BLANKET ORDER #: B002339**

PRODUCT/SERVICE: **Supply and Delivery of
High Calcium Granular Quicklime-Second
Renewal**

Carmeuse Lime & Stone, Inc. V#29264
Attn: Josie Zihmer
11 Stanwix St., 11th Floor
Pittsburgh, PA 15222

Telephone Contact: **412-995-5563**
FAX: **412-995-5515**

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering into a Blanket Order with your Company based on one of the following:

- | | |
|--|--------|
| ☐ FORMAL BID # | |
| ☐ INFORMAL BID # | DATED: |
| ☐ RENEWAL OF FORMAL BID # | DATED: |
| ☐ EXTENSION OF FORMAL BID/RFP# | DATED: |
| ☐ WRITTEN QUOTATION # | DATED: |
| ☐ VERBAL QUOTATION PER | DATED: |
| ☐ STATE OF FLORIDA CONTRACT # | DATED: |
| ☐ BROWARD COUNTY BID # | |
| ☒ OTHER: S.E. Florida Governmental Cooperative Purchasing Group/City of Tamarac Co-op
Bid #11-25B | |

The term of this order is **11/1/2015** through **10/31/2016**.

The estimated dollar value is **\$1,150,000.00**.

The obligations of the City of Hollywood under this order are subject to the availability of funds lawfully appropriated for its purpose by the City Commission and are subject to the terms and conditions contained on the Purchase Order form.

Insurance Certificates naming the City of Hollywood as certificate and as additional insured to be on file with the City.

The City of Hollywood Departments will issue hard copy orders against this Blanket Order as your authorization to deliver. All invoices must reference each unique document number.

If you have any questions, please contact **Rob Lowery** at (954) 921-3552

TRL

c: **Public Utilities**
Finance



CITY OF HOLLYWOOD, FLORIDA
PROCUREMENT SERVICES DIVISION

DATE: August 10, 2015

FILE: PR-15-240

TO: Steve Joseph, Director, Public Utilities

VIA: Joel Wasserman, Director
Procurement Services

FROM: Robert Lowery, Procurement Contracts Officer
Procurement Services

SUBJECT: Blanket Contract Renewal for Supply and Delivery of High Calcium Granular Quicklime – B002339 – Carmeuse Lime & Stone, Inc

ISSUE:

The current period of the above contract expires October 31, 2015. The contract is renewable for a one (1) year period if it is determined to be in the City's best interest and the vendor agrees to the renewal in writing.

EXPLANATION:

Notification of Intent to Renew must be mailed to the vendor thirty (30) calendar days in advance of the contract expiration date. Accordingly, it is requested that you give this matter your immediate attention thereby providing a timely reply to preclude contract expiration.

If you do not want to renew this contract, please explain the reason(s) in a separate memo. Also note that this contract will expire on the date mentioned above and if a new contract is to be established, you must submit bid specifications.

RECOMMENDATION:

Please reply to Procurement Services as soon as possible by returning this memo appropriately filled out, signed and dated.

Date: 8/12/15

To: Robert Lowery, Procurement Services

The Director of Public Utilities recommends the following:

Cof ✓ ☒ RENEW the contract under the same terms and conditions. The Budget Account Number to be charged is 42.4041.00000.536.005233 "Chemical Supplies."

☐ DO NOT renew this contract. See attached memo explaining the reason(s).

☐ DO NOT renew this contract. DO NOT prepare a replacement bid (items/services no longer needed).

Cof ✓ ☒ Estimated annual usage/expenditure is: \$1,150,000.00

By: FRANCOIS DOMOND for S. JOSEPH

Title: DEPUTY DIRECTOR OPERATIONS

[Signature]
8/12/15

CITY OF HOLLYWOOD
PROCUREMENT SERVICES
DIVISION
2015 AUG 14 PM 2:38



CITY OF HOLLYWOOD, FLORIDA

Procurement Services Division

2600 Hollywood Blvd. • Room 303 • P. O. Box 229045 • Hollywood, Florida 33022-9045
Phone (954)921-3299 • Fax (954)921-3086

August 10, 2015

Carmeuse Lime & Stone, Inc.
Attn: Josie Zihmer
11 Stanwix St., 11th Floor
Pittsburgh, PA 15222

Dear Vendor:

Our Agreement for Supply and Delivery of High Calcium Granular Quicklime based upon Bid City of Tamarac Co-op Bid# 11-25B, Blanket Purchase Order B002339, expires on 10/31/15.

The Procurement Services Division would like to renew the agreement for a one (1) year renewal period under the terms and conditions utilizing Blanket Purchase Order B002339 (copy attached).

Please advise your interest in renewing this Agreement by marking the appropriate response, signing, and returning this correspondence.

If you are unable to renew this agreement, please explain reason(s) in a separate letter.

Thanks for your help with this matter and as always, please call me at 954-921-3552 if you have questions.

A response as soon as possible would be appreciated.

Sincerely,

Robert Lowery, Procurement Contracts Officer
Procurement Services Division

RL/dm

I agree: Bruce D. Routhieaux
(Signature)

I disagree: _____
(Signature)

Name: Bruce D. Routhieaux, VP of Sales & Marketing
(Typed or Printed)

Date: August 25, 2015

CITY OF HOLLYWOOD
PROCUREMENT SERVICES
DIVISION

2015 AUG 31 PM 1:58



CITY OF HOLLYWOOD, FLORIDA
PROCUREMENT SERVICES DIVISION

Department/Office
Contract Renewal Evaluation

Date: 8/12/15	
Department/Office: Public Utilities	Division/Area: Wastewater
Contact Person: Coy Mathis	Title: Public Utilities Manager
Contact phone number: 954-921-3288	Contact Email cmathis@hollywoodfl.org
Purchase Order/Blanket Purchase Order #: BOO2339	
Contract Expiration Date: 10/31/15	
Vendor: Carmeuse Lime & Stone Inc.	Contact Person: Josie Zihmer
Contact phone number: 412-995-5563	Contact Email:
Good/Service: Supply and Delivery of High Calcium Granular Quicklime	Solicitation #: S.E. Florida Governmental Cooperative Purchasing Group/City of Tamarac Co-op Bid #11-25B

1. How would you rate the quality of goods/services?

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

2. How would you rate the courteousness vendor's personnel?

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

3. With regards to the goods or services provided, how satisfied are you with the following items?
(Please check one per category)

	Excellent	Good	Satisfactory	Poor
Overall Quality	☒	☐	☐	☐
Value	☒	☐	☐	☐
Frequency of Contact	☒	☐	☐	☐
Responsiveness to request	☒	☐	☐	☐

4. Are all goods/services on the contract being performed at the agreed upon time and manner?

☒ Yes ☐ No

If no, please explain?

5. If you contacted the vendor, were all your questions or any issues resolved to your complete satisfaction?

☒ Yes ☐ No ☐ Did not need to contact

If no, please explain?



CITY OF HOLLYWOOD, FLORIDA
PROCUREMENT SERVICES DIVISION

Department/Office
Contract Renewal Evaluation

6. Has the invoicing been timely, accurate and in accordance with the contract?

☒ Yes ☐ No

If no, please explain?

7. Does the Department/Office recommend renewing a contract based upon the available renewal options when the current agreement expires?

☒ Yes ☐ No

If no, please explain?

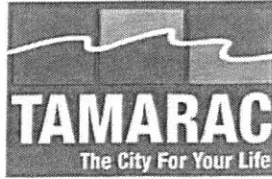
8. Please state any additional comments about your experience with this vendor and the goods/services provided:

Department/Office Director's Name: Steve Joseph, P. E.

Department/Office Director's Signature: _____

COB
[Signature]
for S. JOSEPH
8/10/15

OFFICE OF THE
CITY MANAGER



Michael C. Cernech
CITY MANAGER

June 25, 2015

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

Dear Mr. Routhieaux:

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, Carmeuse Lime & Stone, Inc. on behalf of the City of Hollywood through 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.

Please contact the appropriate individuals at the City of Hollywood regarding this Agreement.

Sincerely,

Michael C. Cernech
City Manager

c: Keith Glatz, Purchasing and Contracts Manager

Attachments

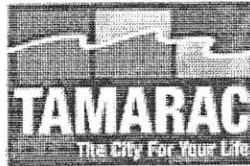
"Committed to Excellence...Always."

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. 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 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.

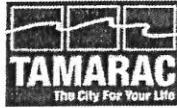
Accordingly, we would ask that you please print and fully execute two (2) originals of the Agreement Amendment attached hereto. Please ensure that the Amendment is attested by your company's Corporate Secretary, and sealed with your corporate seal. Return the two (2) original documents to the Purchasing & 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,

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

"Committed to Excellence...Always."

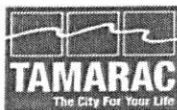


**AGREEMENT AMENDMENT #2
BETWEEN THE CITY OF TAMARAC
AND
CARMEUSE LIME & STONE, INC.**

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:

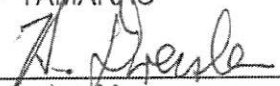
1. Pursuant to the terms of Section 4. Time of Commencement and Substantial Completion, of the original Agreement effective November 1, 2011, the City and Carmeuse agree to exercise the second renewal option for the term November 1, 2015 – October 31, 2016.
2. All other provisions of the original agreement remain in effect as written.

Remainder of Page Intentionally Blank

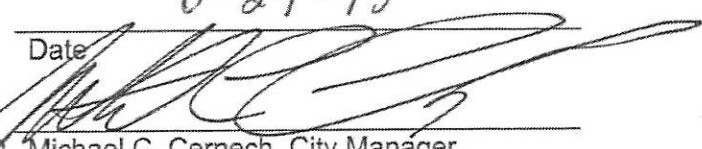


IN WITNESS WHEREOF, the parties hereby have made and executed this Amendment to Agreement on the respective dates under each signature, the City of Tamarac signing through its City Manager and its City Commission signing by and through its Mayor, and Carmeuse Lime & Stone, Inc., signing by and through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

CITY OF TAMARAC

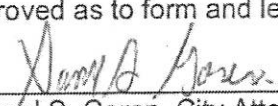

 Harry Dressler, Mayor

Date


 Michael C. Cernech, City Manager

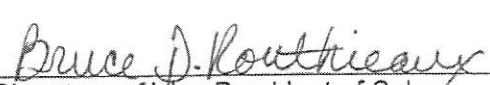
Date

Approved as to form and legal sufficiency:


 Samuel S. Goren, City Attorney

Date

CARMEUSE LIME & STONE, INC.

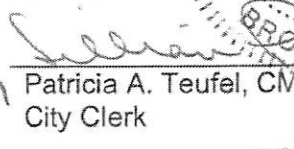

 Signature of Vice President of Sales

 Bruce D. Routhieaux
 Vice President of Sales

May 15, 2015

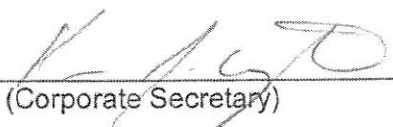
Date

ATTEST:


 Patricia A. Teufel, CMC
 City Clerk

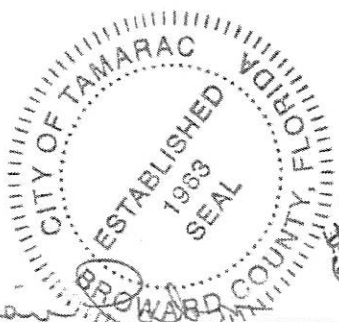
Date

ATTEST:


 (Corporate Secretary)

 Kevin J. Whyte
 Type/Print Name of Corporate Secy.

(CORPORATE SEAL)



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, 20 15.
Christina Taylor
City Clerk

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 Carneuse 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