



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: November 1, 2011 -- October 31, 2014
TERM OF CONTRACT: 3 Years
RENEWALS OPTIONS: 3 @ 1 Year

SECTION #1 - VENDOR AWARD

All agencies except City of Hollywood High Cal Granular Lime:

Vendor Name: Chemical Lime Company of Alabama, LLC
Vendor Address: 3700 Hulen St.
Ft. Worth, TX 76107
Submit Orders to: 4720 Cleveland Heights Boulevard, Suite 203
Lakeland, FL 33813
Contact: John L. Thompson
Phone: (877) 644-9010
Orders: (800) 695-5657
Fax: (863) 644-9030
Cell/Pager: (863) 698-2483
Email Address: John.Thompson@chemicallime.com
Website: www.chemicallime.com
FEIN: 63-1002780

City of Hollywood High Cal Granular Lime:

Vendor Name: Carmeuse Lime Sales Corporation
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@carmeuse.com
Website: www.carmeuse.com
FEIN: 34-1053721

SECTION #2 – AWARD/BACKGROUND INFORMATION

Award Date: August 24, 2011
Resolution/Agenda Item No.: R-2011-86
Insurance Required: Yes No
Performance Bond Required: Yes No

SECTION #3 - PROCURING AGENCY

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

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2011-86

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD BID #11-25B, "FURNISH, DELIVER AND DISCHARGE OF QUICKLIME" TO, AND EXECUTE AGREEMENTS WITH, CHEMICAL LIME COMPANY OF ALABAMA, LLC FOR THE CITY OF TAMARAC AND AN ADDITIONAL EIGHTEEN MEMBERS OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE (CO-OP); AND WITH CARMEUSE LIME AND STONE ON BEHALF OF ONE CO-OP MEMBER, THE CITY OF HOLLYWOOD, FOR A PERIOD OF THREE (3) YEARS WITH THREE (3) ADDITIONAL ONE-YEAR RENEWAL OPTIONS, 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); and

WHEREAS, Nineteen governmental agencies, including the City of Tamarac will utilize this bid to purchase approximately 58,000 tons annually, of quicklime for the Co-op, of which approximately 1,450 tons will be purchased for the City of Tamarac, a copy of said bid is attached hereto as Exhibit "A"; and

WHEREAS, the City of Tamarac publicly advertised Bid 11-25B, "Furnish, Deliver and Discharge of Quicklime" on the City's web-site and in the Sun-Sentinel on July 6, 2011 and July 13, 2011; and

WHEREAS, five (5) vendors were solicited; and two (2) complete bids were opened and reviewed to determine cost and responsiveness to the City's specifications; and

WHEREAS, Chemical Lime Co. of Alabama, LLC submitted a delivered the lowest delivered bid price per ton for the City, and prices as shown on the bid tabulation for other members of the Co-op, a copy of the bid tabulation is attached hereto as Exhibit "B"; and

WHEREAS, Chemical Lime Co. of Alabama, LLC was deemed the lowest responsive and responsible bidder for the City of Tamarac, and for eighteen (18) members of the Co-op, with a copy of the bid submitted attached hereto as Exhibit "C"; and

WHEREAS, Carmeuse Lime and Stone was deemed the lowest responsive and responsible bidder for high calcium granular quicklime for the City of Hollywood, a member of the Co-op, with a copy of the bid submitted attached hereto as Exhibit "D"; and

WHEREAS, the City of Tamarac, acting as lead agency for the Co-op acts on behalf of the Co-op when awarding contracts for quicklime; and

WHEREAS, pursuant to Section 5 of the executed Agreements, Chemical Lime Co. of Alabama, LLC, and Carmeuse Lime & Stone, Inc. may seek a price adjustment on a quarterly basis based on actual costs or in accordance with one or more 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 utilization of an ongoing quarterly material price adjustment formula, which allow 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 Utilities and Purchasing and Contracts Manager that Bid 11-25B be awarded to and an agreement executed with Chemical Lime Company of Alabama, LLC for furnishing, delivering and discharging quicklime, for a period of three years with three (3) additional one (1) year renewal options for the City of Tamarac, and on behalf of eighteen (18) other agencies in the Co-op; and

WHEREAS, it is the recommendation of the Director of Utilities and Purchasing and Contracts Manager that Bid 11-25B be awarded to and an agreement executed with Carmeuse Lime and Stone for furnishing, delivering and discharging high calcium granular quicklime, for a period of three (3) years with three (3) additional one (1) year renewal options for the City of Hollywood, an agency 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 award Bid 11-25B and execute an agreement with Chemical Lime Company of Alabama, LLC

for furnishing, delivering and discharging quicklime, for a period of three (3) years with three (3) additional one (1) year renewal options, on behalf of the City of Tamarac and on behalf of an additional Eighteen (18) agencies in the Southeast Florida Governmental Purchasing Cooperative, 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 award Bid 11-25B and execute an agreement with Carmeuse Lime and Stone for furnishing, delivering and discharging high calcium granular quicklime, for a period of three (3) years with three (3) additional one (1) year renewal options, for the City of Hollywood, an agency in the Co-op.

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: The award of Bid 11-25B, "Furnish, Deliver and Discharge of Quicklime", to Chemical Lime Company of Alabama, LLC, on behalf of the City of Tamarac and eighteen (18) agencies in the Southeast Florida Governmental Purchasing Cooperative, is HEREBY AUTHORIZED.

SECTION 3: The appropriate City officials are hereby authorized to execute an agreement with Chemical Lime Company of Alabama, LLC as part of said award, a copy of which is attached hereto as Exhibit "E" for prices as shown in Exhibit "B" on behalf of the City of Tamarac and eighteen (18) entities within the Southeast Florida Governmental Purchasing Cooperative.

SECTION 4: The award of Bid 11-25B, "Furnish, Deliver and Discharge of Quicklime", to Carmeuse Lime and Stone, for the provision of high calcium granular lime for the City of Hollywood, an agency in the Co-op, is **HEREBY AUTHORIZED.**

SECTION 5: The appropriate City officials are hereby authorized to execute an agreement with Carmeuse Lime and Stone as part of said award for high calcium quicklime, a copy of which is attached hereto as Exhibit "F" for prices as shown in Exhibit "B" on behalf of the City of Hollywood, an agency in the Co-op.

SECTION 6: All resolutions or parts of resolutions in conflict herewith are **HEREBY** repealed to the extent of such conflict.

SECTION 7: 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.

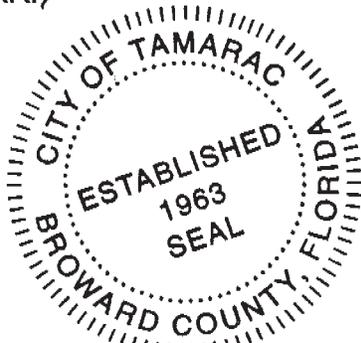
SECTION 8: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 24 day of August 2011.

Pamela A. Bushnell
PAMELA BUSHNELL
MAYOR

ATTEST:

[Signature]
PETER M. J. RICHARDSON, CRM, CMC
CITY CLERK.



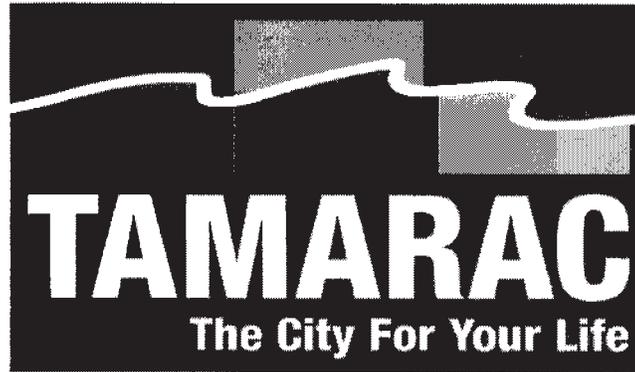
RECORD OF COMMISSION VOTE:

MAYOR BUSHNELL yes
DIST 1: COMM. SWENSON yes
DIST 2: V/M GOMEZ yes
DIST 3: COMM. GLASSER yes
DIST 4: COMM. DRESSLER yes

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

[Signature] 8/23/11.
SAMUEL S. GOREN
CITY ATTORNEY

INVITATION FOR BID

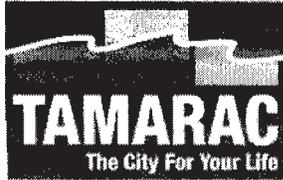


BID 11-25B

FURNISH, DELIVER & DISCHARGE OF QUICKLIME

Issued on behalf of
the Utilities Department

City of Tamarac
Purchasing & Contracts Division
7525 NW 88th Avenue
Room 108
Tamarac, Florida 33321-2401
(954) 597-3570



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

INVITATION FOR BID
Bidder Acknowledgement

BID NO.: **11-25B**
BID TITLE: **Furnish, Deliver and Discharge of Quicklime**
BID OPENING DATE/TIME: **July 21, 2011 at 2:00 P.M. EDT**
BUYER NAME: **Keith K. Glatz, CPPO**
BUYER PHONE: **954-597-3567**
BUYER EMAIL: **keithg@tamarac.org**
PRE-BID CONFERENCE/SITE INSPECTION: **Not Applicable to this bid.**
BONDING: **Not required for this bid.**

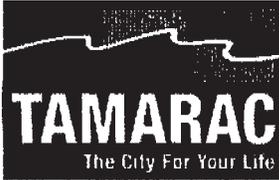
GENERAL CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF TAMARAC. THE CITY OF TAMARAC MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR BID BY INDICATING SUCH CHANGE IN THE INSTRUCTIONS TO BIDDERS, IN THE SPECIAL CONDITIONS OF THE BID, OR IN THE SPECIFICATIONS/STATEMENT OF WORK. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THESE GENERAL CONDITIONS SHALL PREVAIL OVER THESE GENERAL CONDITIONS AND ANY CONFLICTING PROVISION WITHIN ANY VENDOR'S STANDARD TERMS AND CONDITIONS REGARDLESS OF ANY LANGUAGE IN VENDOR'S DOCUMENTATION TO THE CONTRARY.

SEALED BIDS

THIS FORM SHOULD BE EXECUTED AND SUBMITTED WITH ALL BID FORMS IN A SEALED ENVELOPE. THE FACE OF THE ENVELOPE SHALL CONTAIN THE ABOVE ADDRESS, THE BID NUMBER AND THE BID TITLE. BIDS NOT SUBMITTED ON THE ATTACHED BID FORM MAY BE DEEMED NON-RESPONSIVE. ALL BIDS ARE SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THOSE BIDS THAT DO NOT COMPLY WITH THESE CONDITIONS MAY BE DEEMED NON-RESPONSIVE.

BIDDER COMPANY NAME: _____
COMPANY ADDRESS: _____
COMPANY PHONE: _____
NAME OF AUTHORIZED AGENT: _____
TITLE OF AUTHORIZED AGENT: _____
AUTHORIZED AGENT EMAIL ADDRESS: _____
BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: _____
SIGNATURE OF AUTHORIZED AGENT: _____



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

Our Vision and Mission

Our Vision: The City of Tamarac, our community of choice – leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

*Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference*

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

INTRODUCTION

It is the intent of the City to award this bid to the lowest responsible and responsive Bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated, whichever is in the best interest of the City.

This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "Purchasing Procedures", Section 6-141 et seq.

It is the intent of the City to award this bid to the lowest responsible and responsive Bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated, whichever is in the best interest of the City.

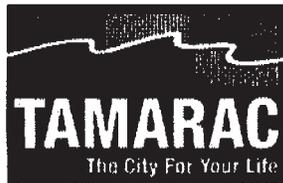
This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "Purchasing Procedures", Section 6-141 et seq.

GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Bidders. Any and all special conditions in this IFB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1. SUBMISSION OF THE BID

The Bidder is directed to deliver sealed bids to the City of Tamarac, Purchasing Division, 7525 N. W. 88th Avenue, Room 108, Tamarac, Florida 33321, no later than the date and time specified on the cover page of this solicitation document. At this time the bids will be opened, the names of all Bidders will be announced and all bids shall



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become a matter of public record. All Bidders and their representatives are invited to attend. The Bidder must show the bid number, bid name, time and date of the bid opening on the outside of the sealed bid package. Delivery of the sealed bids to the Purchasing Office on or before the above date is solely and strictly the responsibility of the Bidder. Late bids will be returned unopened to the Bidder.

It is the Bidder's responsibility to read and understand the requirements of this bid. Unless otherwise specified, the Bidder must use the bid form furnished in the bid document. The Bidder is requested to submit one (1) original and two (2) copies of the bid. The original bid must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature. All bid forms must be typewritten or completed in ink. The Bidder must initial any erasures or corrections in ink. All bids shall be submitted in the English language. All prices, terms and conditions quoted in the submitted bid shall be expressed in U.S. Dollars, and will be firm for acceptance for sixty (60) calendar days from the date of the bid opening unless otherwise stated by the City.

The Bidder preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Bidder shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation.

2. WITHDRAWAL OF BID

Any Bidder may withdraw its bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Purchasing Office.

3. PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any 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 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 Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

4. NON-COLLUSIVE AFFIDAVIT

Each Contractor shall complete the Non-Collusive Affidavit Form and shall submit this form with the bid/proposal. The City considers the failure of the Contractor to submit this document to be a major irregularity, and may be cause for rejection of the Proposal.

5. CONFLICT OF INTEREST

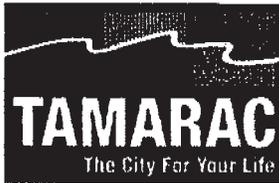
The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Bidders shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

6. QUANTITIES

Quantities shown are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City.

7. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

Firm Pricing: Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net



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cost for bid evaluation.

Prompt Payment Discounts: Bidders are encouraged to provide prompt payment terms in the space provided on the Bid Form. If no payment discount is offered, the Bidder shall enter zero (0) for the percentage discount to indicate net 30 days. If the Bidder does not enter a percentage discount, it is understood and agreed that the payment terms shall be 2% 10 days, net 30 days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

Payments by Electronic Funds Transfer: For City of Tamarac purchases, vendors must be able to accept and receive payments by direct deposit via electronic funds transfer instead of by paper check. Vendors are strongly encouraged to register to receive all payments by direct deposit. Access the City of Tamarac web-site at <http://www.tamarac.org/city-departments/financial-services/purchasing/register-for-direct-deposit-payment.aspx> for more information. This requirement may differ for other governmental entities using this contract.

8. DELIVERY

All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges shall be included in the bid price. Alternatively, the bidder may list the unit price for material to be supplied, and a separate cost for freight. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

9. SPECIFICATION COMPLIANCE

The Bidder may offer any product which meets or exceeds the specifications for any item(s). Bidder shall submit complete descriptive specifications with the bid. The burden of proof for specification compliance is solely on the Bidder. The City reserves the right to be the sole judge of what is equal and acceptable. Failure to provide this information within three (3) business days of the City's request may be grounds for bid

disqualification. If Bidder fails to take exception to the specification requirements, it will be assumed that the Bidder has submitted a bid which conforms in all aspects to the requirements of the bid document, and that the Bidder intends to furnish goods identical to the bid standard.

10. SAMPLES AND DEMONSTRATIONS

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven days of the request unless otherwise stated in the bid. Each sample must be marked with the Bidder's name, and the type of product provided. The City will not be responsible for returning samples. The City may require testing of the product by an independent laboratory at the City's expense, however, in the event that a sample product fails to meet the specifications included herein, the City reserves the right to require the Bidder to bear the cost of the testing.

11. BACKGROUND INVESTIGATION

As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Bidder's officers and/or employees, by the Broward County Sheriff's Office. Bidder's submission of a bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

12. CONDITIONS OF MATERIALS

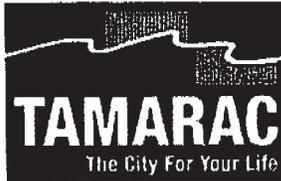
All materials and products supplied by the Bidder in conjunction with this bid shall conform to the specifications; the City reserves the right to return the product to the Bidder at no cost to the City.

13. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

14. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to



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the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

15. PERFORMANCE

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the bid award, notwithstanding any additional requirements enumerated in the Special conditions herein. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

16. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

17. TERMINATION

a. **DEFAULT:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

b. **TERMINATION FOR CONVENIENCE OF CITY:** The final Agreement may be terminated by the City for convenience, upon thirty (30) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for conforming products delivered to the City prior to termination date, including services reasonably related to

termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. **FUNDING OUT:** This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

18. ASSIGNMENT

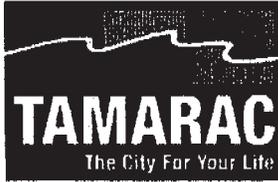
The Bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City. Any award issued pursuant to this bid and monies that may become due hereunder are not assignable except with prior written approval of the City.

19. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

20. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, Religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by



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954-597-3570**

the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

21. TAXES

The City of Tamarac and all members of the Southeast Florida Government Purchasing Cooperative are exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

22. OMISSION OF DETAILS

Omission of any essential details from these specifications will not relieve the Bidder of supplying such product(s) as specified.

23. INSURANCE REQUIREMENTS

Bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Bidder shall maintain such insurance in full force and effect during the life of this Agreement. Bidder shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Bidder shall indemnify and save the City harmless from any damage resulting to it for failure of either Bidder or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

Line of Business/ Coverage	Occurrence	Aggregate
Commercial General Liability	\$1,000,000	\$1,000,000

Including:

- Premises/Operations
- Contractual Liability
- Personal Injury
- Explosion, Collapse, Underground Hazard
- Products/Completed Operations
- Broad Form Property Damage
- Cross Liability and Severability of Interest Clause

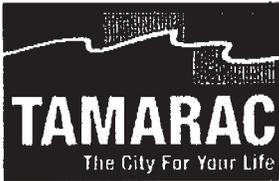
Automobile Liability	\$1,000,000	\$1,000,000
Workers' Compensation & Employer's Liability		Statutory

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

24. INDEMNIFICATION

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Bidder or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

25. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it

will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

26. CLARIFICATION & ADDENDA

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this bid, the Special Conditions and/or the Detailed Specifications shall prevail.

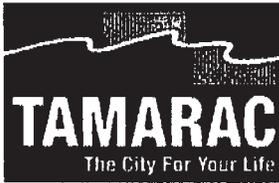
The Bidder shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Bidder shall contact the Purchasing Office immediately. Any inquires, suggestions, requests concerning clarification, or requests for additional information shall be submitted in writing to the Purchasing and Contracts Manager.

The City of Tamarac reserves the right to amend this bid prior to the Bid opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

27. BID TABULATION

Bidders may download the bid tabulation directly from the internet at <http://www.tamarac.org>. The City does not notify unsuccessful Bidders of contract awards.

Pursuant to Florida Statute Chapter 119, Section 7(m), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §120.57(3)(a), or within 10 days after bid/proposal opening, whichever is earlier.



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

28. RECORDS/AUDITS

The Contractor shall maintain during the term of the contract all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

29. UNBALANCED BIDS

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, such bid may be rejected.

30. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of Bid Prices or Price Proposal Form, the unit prices shall prevail.

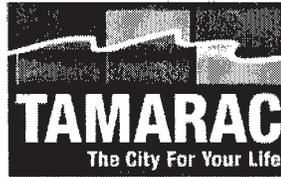
31. VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

32. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Bidders shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Bidders shall note any deviation or variance with the Form Agreement document at the time of bid submission.

**PURCHASING AND
CONTRACTS DIVISION**



**INVITATION FOR BID
IFB 11-25B**

Sealed bids, addressed to the Purchasing and Contracts Manager of the City of Tamarac, Broward County, Florida, will be received in the Purchasing Office, 7525 NW 88th Avenue, Tamarac, Florida 33321-2401 until **Thursday, July 21, 2011 at 2:00 p.m. EDT (Purchasing Office time stamp is considered official time)**, at which time bids will be publicly opened and announced for:

FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

The attached Invitation to Bid represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative. The governmental agencies participating in this procurement and their respective delivery locations are listed in the attached document.

Sealed Proposals must be received and time stamped in the Purchasing Office, either by mail or hand delivery, **on or before the date and time referenced above**. Any Proposals received **after 2:00 p.m.** on said date will **not** be accepted under **any** circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer. Official time will be measured by the time stamp in the Purchasing Office.

City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interests of the City.

Proposal documents may be obtained from the Purchasing Office or via the Internet at <http://www.tamarac.org>. For inquiries, contact the Purchasing Office at (954) 597-3570.

Sincerely,

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

Keith K. Glatz, CPPO, FCPM
Purchasing & Contracts Manager

Publish in Sun Sentinel July 06, 2011 and July 13, 2011

"Committed to Excellence... Always."



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

Cooperative Purchasing:

The Invitation for Bid represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

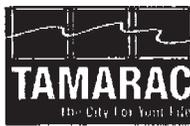
For the past several years, approximately forty five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in the particular procurement and their respective delivery locations are listed in the document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- Each participating governmental entity will be responsible for awarding a contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- THE CONTRACTOR(S) SHALL FURNISH THE LEAD AGENCY A DETAILED SUMMARY OF SALES SEMI-ANNUALLY DURING THE CONTRACT PERIOD. SALES SUMMARY SHALL INCLUDE CONTRACT NUMBER(S), CONTRACTOR'S NAME, THE TOTAL OF EACH COMMODITY SOLD DURING THE REPORTING PERIOD AND THE TOTAL DOLLAR AMOUNT OF PURCHASES BY COMMODITY.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"



Below is a list of the agencies participating in this bid and their respective delivery locations:

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE
Broward County Dist. 1	3701 N State Road 7	Lauderdale Lakes 33319	W. Ruffin	954/831-4128
Broward County Dist. 2	1390 NE 51 St.	Pompano Beach 33064	K. Stamand	954/831-4121
City of Coral Springs	3800 NW 85th Avenue	Coral Springs 33065	Roxanne Sookdeo	954/344-1103
City of Dania Beach	1201 Stirling Road	Dania Beach 33004	James Baker	954/924-3674
Town of Davie	3500 NW 76th Avenue (S4S III)	Davie 33314	Neil Buckeridge	954/327-3748
Town of Davie	3790 SW 64th Avenue (S4S I)	Davie 33314	Neil Buckeridge	954/327-3748
City of Deerfield Beach	290 Goolsby Blvd.	Deerfield Beach 33442	Jim Bennett	954/480-4370
City of Fort Lauderdale	949 NW 38 th Street	Ft. Lauderdale 33309	Rick Johnson	954/828-7865
City of Hallandale Beach	215 NW 6th Avenue	Hallandale 33009	Hal Elsasser	954/457-1632
City of Hollywood	3441 Hollywood Blvd.	Hollywood 33020	Carlos Aguilera	954/967-4230
City of Lauderhill	2101 NW 49th Avenue	Lauderhill 33313	Afeworki Ghebrehwet	954/730-2972
City Of Margate	980 NW 66 Ave.	Margate 33063	Rick Van Acker	954/972-0628
City Of Miramar	2600 SW 66 th Terrace	Miramar 33023	Bill Knee	954/605-7773
City of North Miami	12098 NW 11 Ave.	North Miami 33168	Wisler Pierre-Louis	305/895-9834
City of North Miami Beach	19150 NW 8 th Ave	North Miami Beach 33162	Pat Mitchell	305/650-0000
City Of Pembroke Pines	7960 Johnson Street	Pembroke Pines 33026	Michael E. Ponce	954/986-5011
City of Pompano Beach	301 NE 12 th Street	Pompano Beach 33060	Leeta Hardin	954/786-4098
City of Sunrise	4350 Springtree Drive	Sunrise 33351	Jim Dolan	954/572-2424
City of Sunrise	15450 Sludgemill Road	Davie 33331	Dan Buchta	954/434-6900
City of Tamarac	7803 NW 61st Street	Tamarac 33321	John Fletcher	954/597-3777
U.S. Water (City of North Lauderdale)	841 NW 71 Avenue	North Lauderdale	Gene Riley	954/722-0900
Village of Wellington (Pebble)	1100 Wellington Trace	Wellington 33414	Sean McFarland	561/791-2465
Village of Wellington (Granular)	1100 Wellington Trace	Wellington 33414	Bryan Gayoso	561/791-4039

SPECIAL CONDITIONS
BID 11-25B
FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

1. PURPOSE OF BID

The City of Tamarac is hereby requesting Bids, from qualified bidders, to supply quicklime per the conditions and specifications contained in this document. The contract term shall be for an initial period of three (3) years, beginning November 1, 2011. The City reserves the right to renew the contract for three (3) additional one (1) year periods, providing all parties agree to the extension and renewal terms.

This is a Cooperative Invitation to Bid issued by the City of Tamarac on behalf of the participating governmental entities, referenced within this bid document. All quantities given are estimates of annual usage and may be increased or decreased to meet the requirements of each participant. No warranty is given or implied as to the exact quantities that will be used during the term of this contract.

2. CONSIDERATION FOR AWARD

The City reserves the right to consider a Bidders history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a bidder not responsible if the history of violations warrants such determination. A complete history of all citations, violations, notices or dispositions shall be submitted with bid. The non-submission of any such documentation shall be deemed an affirmation by the Bidder that there are no citations or violations. Bidder shall notify the City immediately of any citation or violation received after the Bid opening date and during the time of performance of any contract awarded to Bidder.

Other considerations for award include:

- A. The ability and capacity of the Bidder to perform the requirements of the bid.
- B. The availability and quality of the Bidder's product to the required use.

3. PRICING

Prices quoted shall be F.O.B. destination, according to the rate in effect on the date set forth in the proposal and shall include all fuel surcharges and demurrage charges.

- A. Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the initial contract period from November 1, 2011 through December 31, 2011. Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 3.C, "Escalation / De-escalation" shown herein.
- B. In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter.

No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp

C. Escalation/De-escalation:

1. The City will accept price adjustments on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase, and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices.
2. Rail and Truck freight charges and changes for transfer costs require written verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2011, subject to change in accordance with the schedule provided in Section 3.C.1 herein.
3. The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Special Conditions Section 3.B "Pricing", herein and utilizing Appendix B to this bid. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.
4. **Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.**

4. BASIS FOR ADJUSTMENT OR REJECTION

The City reserves the right to reject, at the Bidder's expense, any shipment that fails to meet the specifications listed herein. The Bidder shall be given twenty-four (24) hours after failure notification to arrange for independent laboratory analysis of one (1) of the retained samples from said shipment.

5. DAMAGE TO EQUIPMENT

If it is determined that the Bidder has shipped a product other than that specified, resulting in equipment damage, the Bidder shall assume full responsibility for the cost of repairs.

6. DELIVERY

Bidder shall be capable of and agree to the following:

- A. Delivery 24-hours per day, seven days per week.
- B. Furnish a weight certification with each shipment. Certificate shall indicate gross, tare and net weights.
- C. Provide a physical and chemical analysis with each delivery. The analysis shall be certified and performed by a reputable testing laboratory. A one (1) pound airtight sample must accompany each shipment.
- D. Deliver to the designated facilities and discharge product pneumatically into the specified storage tank.
- E. The risk of loss, injury or destruction, regardless of the cause, shall be on the Bidder until the delivery of goods to the designated City or agency location. Title to the goods shall pass to the City or agency upon delivery and acceptance.

7. INVOICING

Invoice shall indicate Purchase Order number, Unit price, extension, total billed and any allowable cash discounts.

8. INSURANCE

Bidders shall submit copies of their current insurance certificates with the bid. Failure to do so may cause rejection of the Bid.

9. REGULATORY COMPLIANCE

The Bidder shall submit a statement that the product or chemicals added to the drinking water conforms to the National Sanitation Foundation (NSF) Standard 60 (or referenced alternative standards).

10. SECURITY

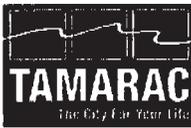
The awarded Contractor shall be required to complete the "Contractor Pass Request Form" (See attached Exhibit A), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter. Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.

All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.

Vendor shall ensure that only authorized vendor employees and/or authorized City personnel shall have access to Vendor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Vendor shall not admit any unauthorized personnel onto any work site. Vendor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.

Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

The awarded Contractor shall be held responsible for complying with these procedures.



TECHNICAL SPECIFICATIONS

BID NO. 11-25B

FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

Type 1: Pebble lime, bulk must be in accordance with Standard American Water Works Specifications B-202-02. The following requirements and testing procedures are applicable.

(A) Slaking Rate

Minimum temperature rise after three (3) minutes slaking time shall be 40 degrees Centigrade.

(B) Calcium Oxide (CaO) Content

Shall contain a minimum of 92% free lime.

(C) Residue After Slaking

Residue shall not be more than 2% by weight on 100 mesh sieve.

(D) Sampling Procedure

1. Approximately 10 pounds of lime shall be taken by random sampling during the time that each shipment is being unloaded. Material is to be immediately placed in airtight containers to minimize contact with air. This ten-pound sample shall be used for testing.
2. The sample will be quartered and each of the four (4) quarters shall be placed in airtight containers. One quarter (1/4) will be used by the City's laboratory for analysis. Two quarters (2/4) will be set aside for use by the Bidder and a referee laboratory in the event of a dispute. City will use the final quarter in the event of a dispute.

(E) Testing Procedures

1. Slaking Rate

As covered in AWWA Specifications, B-202-02, Section 5.4.

2. Calcium Oxide

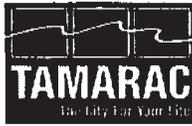
As covered in AWWA Specifications, B-202-02, Section 5.3.2.

3. Residue After Slaking

As covered in AWWA Specifications, B-202-02, Section 5.5.

(F) Two Pebble Sizes Required (Agency to specify)

1. Pebble size shall be between 1/8" and 3/8".
Pebble size shall be between 3/8" and 1/2".



Type 2. HI-Cal, Granular lime, bulk. The following requirements and testing procedures are applicable.

(A) Reactivity:

Reactivity per ASTM C-110: 30 Second Reactivity: 20 degrees Centigrade average. Three (3) minute reactivity: shall be 40 degrees Centigrade.

(B) Calcium Oxide (CaO) Content

Shall contain a minimum of 92% free lime total, and a minimum of 87% available CaO, per ASTM C-25 method.

(C) Sizing:

Granular product U.S. sieves size 0" x 1/8". Bulk density average of 63 lb. per cubic foot.

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**BID FORM
FURNISH, DELIVER AND DISCHARGE OF QUICKLIME
BID NO. 11-25B**

Submitted by: _____ (Bidder) _____ (Date)

THIS BID SUBMITTED TO:
City of Tamarac
Purchasing and Contracts Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

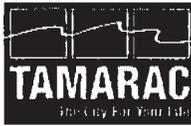
1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this bid.
2. This bid will remain subject to acceptance for ninety (90) days after the day of bid opening. Bidder will sign and submit an agreement with the necessary documents required by the City within fifteen (15) days prior to the date of the City's Award.
 - a) Bidder has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - b) Bidder has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the City is acceptable to Bidder.
 - c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.
3. Bidder will complete the Work for the prices shown in the "Bid Form".
4. Bidder agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.



**BID FORM
 BID NO. 11-25B
 (continued)**

We propose to furnish the following in conformity with the specifications. The bid prices quoted are certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents. Rail and Truck fuel surcharges are not included on the spreadsheet below, and will be invoiced as separate line items per the requirements outlined in Section 3, "Pricing" of the Special Conditions herein. To assure continuity of supply, it is the intent of the City to award this bid to the lowest responsible and responsive bidder. The City reserves the right to award the bid on a split order basis, lump sum (preferred) or individual item basis unless otherwise stated.

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PEBBLE SIZE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
TYPE 1 – Pebble Lime						
Broward County Dist. 1	3701 N State Road 7	2,500	1/8 – 3/8			
Broward County Dist. 2	1390 NE 51 St.	4,800	1/8 – 3/8			
City of Coral Springs (1)	3800 NW 85th Avenue, Coral Springs	2,000	1/8 – 3/8			
City of Dania Beach	1201 Stirling Road, Dania Beach	637	1/8 – 3/8			
Town of Davie	3500 NW 76th Avenue, Davie	766.5	1/8 – 3/8			
Town of Davie	3790 SW 64th Avenue, Davie	465.4	1/8 – 3/8			
City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1524	1/8 – 3/8			
City of Deerfield Beach	150 NE 2 nd Ave.	102	1/8 – 3/8			
City of Fort Lauderdale	949 NW 38 th St., Ft. Lauderdale	11,500	1/8 – 3/8			
City of Hallandale (2)	215 NW 6th Avenue, Hallandale	2,176	1/8 - 1/2			
City of Hollywood	3441 Hollywood Blvd., Hollywood	2,482	1/8 – 3/8			
City of Lauderhill	2001 NW 49th Avenue, Lauderhill	1,570	3/8 – 1/2			
City Of Margate	980 NW 66 th Ave, Margate	2,600	1/8 – 1/2			
City Of Miramar	2600 SW 66 th Terrace, Miramar	1,000	1/8 – 3/8			
City of North Miami	12098 NW 11 th Ave, North Miami	1,440	1/8--3/8			
City of North Miami Beach	19150 NW 8 th Ave, Miami Gardens	2,500	1/8--1/2			
City Of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4,500	1/8 – 3/8			
City of Pompano Beach	301 NE 12th Street, Pompano Beach	2,500	1/8 – 3/8			
City of Sunrise	4350 Springtree Drive, Sunrise	3,600	1/8 – 3/8			
City of Sunrise	15400 Sludge Mill Road, Davie	360	1/8 – 3/8			
City of Tamarac	7803 NW 61st Street, Tamarac	1,350	1/8 – 3/8			
U.S. Water (City of North Lauderdale)	841 NW 71 st Avenue, North Lauderdale	650	1/8 – 3/8			
Village of Wellington	1100 Wellington Terrace, Wellington	1,175	1/8 – 3/8			
TYPE 2 -- HI CAL Granular (3)						
City of Hollywood	Wastewater, 1621 N14th Ave, Hollywood	5,400	Granular			
Village of Wellington	1100 Wellington Terrace, Wellington	240	Granular			
Total Annual Tonnage		57,838				



Delivery Location Special Conditions:

- (1) Coral Springs – Must deliver between 8:00AM and 4:00PM Monday to Friday ONLY.
- (2) Hallandale Beach – Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.
- (3) Hollywood – Wastewater Plant – and Village of Wellington Utilizes Hi-Cal Granular Quicklime (Type 2). (See specification for Hi-Cal Granular herein.)

Authorized Signature

Authorized Signature

Typed/Printed Name



**BID FORM
FURNISH, DELIVER AND DISCHARGE OF QUICKLIME
BID NO. 11-25B
Continued**

Bidder's Name: _____

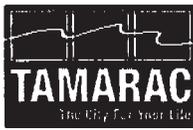
NOTE: Bid submittals without the manual signature of an authorized agent of the Bidder shall be deemed non-responsive and ineligible for award.

TERMS: _____ % DAYS: _____

Delivery/completion: _____ calendar days after receipt of Purchase Order

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Please indicate reason(s) why a Bid Proposal is not being submitted at this time. Return the Bid Form to avoid removal of Bidder from the City of Tamarac's vendor listing.



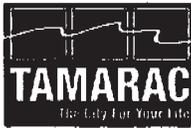
BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

- 1. Carefully read the General Terms & Conditions, Special Conditions and the General Requirements.
- 2. Properly fill out the Bid Form.
- 3. Fill out and sign the Non-Collusive Affidavit and have it properly notarized.
- 4. Sign the Certification page. Failure to do so will result in your Bid being deemed non-responsive.
- 5. Fill out the Bidder's Qualification Statement.
- 6. Fill out the References page.
- 7. Sign the Vendor Drug Free Workplace Form.
- 8. Fill out the List of Subcontractors.
- 9. Fill out and sign the Certified Resolution.
- 10. Submit ONE (1) Original AND TWO (2) Photocopies of your bid, clearly marked with the BID NUMBER AND BID NAME on the outside of the package.

**Make sure your Bid is submitted PRIOR to the deadline.
Late Bids will not be accepted.**

Failure to provide the requested attachments may result in your bid being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.



REFERENCES

Please list government agencies and/or private firms with whom you have done business who utilized a similar scope of services to the City of Tamarac requirements during the past five years:

Your Company Name

Address

City State Zip

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

CERTIFICATION

THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation for Bid, and also agrees that products and/or equipment to be delivered which fail to meet bid specifications will be rejected by the City within thirty (30) days of delivery at no charge to the City. Replacement by the bidder shall be made within thirty (30) days of the rejection of any products.

Furthermore, the undersigned declares to have specific and legal authorization to obligate their firm to the terms of this bid,

SUBMITTED TO: City of Tamarac
Purchasing and Contracts Manager
7525 NW 88th Avenue
Tamarac, Florida 33321

Indicate which type of organization below:

INDIVIDUAL PARTNERSHIP CORPORATION OTHER

If "Other", Explain: _____

Authorized Signature

Company Name

Typed/Printed Name

BIDDER'S QUALIFICATION STATEMENT

Please provide the following information as a part of your bid submittal. Failure to provide the information requested, or failure to provide accurate and correct information may result in the rejection of your bid.

Name of Company _____

Address _____

City State Zip _____

Telephone _____

Fax Number _____

1. How many years has your organization been in business under its present name?
_____ Years
2. If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: _____
3. Under what former name(s) has your business operated?:

List former address(es) of that business (if any):

4. Are you Certified? Yes No If Yes, attach copy of Certification
5. Are you Licensed? Yes No If Yes, attach copy of License
6. Has your company ever declared bankruptcy? Yes No

If Yes, explain: _____

7. Are you a Sales Representative Distributor Broker or Manufacturer of the commodities/services bid upon?
8. Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? Yes No If yes, explain: (date, service/project, bid title etc.)

9. Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes No If yes, explain: _____

10. Have you ever been debarred or suspended from doing business with any governmental entity? Yes No If yes, explain: _____

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)", the duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____, 20____.

(SEAL)
Secretary

By: _____

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

NON-COLLUSIVE AFFIDAVIT

State of _____)

) ss.

County of _____)

BEING FIRST DULY SWORN,

DEPOSES AND SAYS THAT:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By _____

Printed Name

Title

ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT

State of Florida
County of _____

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print,
Stamp or Type as Commissioned)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

DID take an oath, or DID NOT take an oath



VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision 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. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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.

Inform employees about dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, & employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing commodities or contractual svcs., that are under bid a copy of the statement specified in subsection (1).

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 bid, 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 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later that five (5) days after each conviction.

Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Authorized Signature

Company Name



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
to the City of Tamarac for _____

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Federal Employer Identification Number (FEIN) _____

(If the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement:

3. My name is _____
(Print name of individual signing)

My relationship to the entity named above is _____

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime: or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The owner by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



- 7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts led by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
- 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity were charged with and convicted of a public entity crime after July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.
- The entity submitting this sworn statement, or one of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH (ONE) ABOVE, IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)



ACKNOWLEDGMENT

State of Florida

County of _____

On this the ____ day of _____, 20__, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and

(Name(s) of individual(s) who appeared before notary)

Whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand

and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

DID take an oath, or DID NOT take an oath

APPENDIX B

2011 TRUCK FUEL SURCHARGE SCALE

Truck Fuel Surcharges are a percentage of the truck freight rate for product movement from the bidder's distribution origin to the customer's site. Truck Fuel Surcharges are subject to change quarterly.

- The percentage of the Monthly Truck Fuel Surcharge is computed by determining the Department of Energy's US Average Diesel Price published on the 3rd Monday of the last month of the quarter. DOE Diesel Prices may be found at the following website:
http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp
- Percentages change .5% for every \$0.05 per gallon price change

DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE	DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE
\$1.75	0.00%	\$3.00	13.00%
\$1.80	1.00%	\$3.05	13.50%
\$1.85	1.50%	\$3.10	14.00%
\$1.90	2.00%	\$3.15	14.50%
\$1.95	2.50%	\$3.20	15.00%
\$2.00	3.00%	\$3.25	15.50%
\$2.05	3.50%	\$3.30	16.00%
\$2.10	4.00%	\$3.35	16.50%
\$2.15	4.50%	\$3.40	17.00%
\$2.20	5.00%	\$3.45	17.50%
\$2.25	5.50%	\$3.50	18.00%
\$2.30	6.00%	\$3.55	18.50%
\$2.35	6.50%	\$3.60	19.00%
\$2.40	7.00%	\$3.65	19.50%
\$2.45	7.50%	\$3.70	20.00%
\$2.50	8.00%	\$3.75	20.50%
\$2.55	8.50%	\$3.80	21.00%
\$2.60	9.00%	\$3.85	21.50%
\$2.65	9.50%	\$3.90	22.00%
\$2.70	10.00%	\$3.95	22.50%
\$2.75	10.50%	\$4.00	23.00%
\$2.80	11.00%	\$4.05	23.50%
\$2.85	11.50%	\$4.10	24.00%
\$2.90	12.00%	\$4.15	24.50%
\$2.95	12.50%	\$4.20	25.00%

**SAMPLE FORM AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND**

THIS AGREEMENT is made and entered into this _____ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and _____, a _____ corporation with principal offices located at _____ (the "Contractor") to provide for _____.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 11-25B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Contract Exhibit A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 11-25B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 11-25B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) The Work

- 2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:
 - 2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 11-25B, "Furnish, Deliver and Discharge Quicklime".
 - 2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - 2.1.3 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
 - 2.1.4 Contractor shall be required to complete the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 11-25B), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.
 - 2.1.5 Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency,

within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.

- 2.1.6 All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.
- 2.1.7 Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.
- 2.1.8 Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3) Insurance

- 3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager Certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Term

The term of this Agreement shall be for an initial three (3) year period, beginning November 1, 2011 through October 31, 2014. The City reserves the right to renew this Agreement for three (3) additional one (1) years periods subject to the Contractor's acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

5) Contract Sum

The Contract Sum for the above work for entities listed in Contract Exhibit A (UNIT PRICING PROVIDED IN BID) shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 11-25B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Contract Exhibit A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Contract Exhibit A, shall be firm for the initial contract period from November 1, 2011 through December 31, 2011, Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein.

- 5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the initial contract period from November 1, 2011 through December 31, 2011. Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 3.C, "Escalation / De-

escalation" shown herein.

5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

5.2.2 **Rail Surcharge** – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

5.2.3 **Trucking Surcharge** - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp

5.3 **Escalation/De-escalation:**

5.3.1 The City will accept price adjustments on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase, and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices.

5.3.2 Rail and Truck freight charges and changes for transfer costs require written verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2011, subject to change in accordance with the schedule provided in Section 3.C.1 herein.

5.3.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Appendix B to the original bid #11-25B. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.

- 5.3.4 Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.

6) Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 11-25B.

All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7) CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this bid shall conform to the specifications of the bid. The City reserves the right to return the product to the Bidder and require the delivery of new product at no cost to the City.

8) Indemnification

- 8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- 8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
 - ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- 8.3 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will

take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

11) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

13) Termination

- 13.1 Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- 13.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14) Uncontrollable Forces

- 14.1** Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 14.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

20) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its _____ duly authorized to execute same.

CITY OF TAMARAC

Pamela Bushnell, Mayor

Date

Michael C. Cernech, City Manager

Date

Approved as to form and legal sufficiency:

City Attorney

Date

Company Name

Signature of President/Owner

Type/Print Name of President/Owner

Date

ATTEST:

Peter M.J. Richardson, CRM, CMC
City Clerk

Date

ATTEST:

Signature of Corporate Secretary

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :
COUNTY OF _____ : SS

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 _____, of _____, a _____ 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 _____ day of _____, 20_____.

Signature of Notary Public
State of Florida 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.

Exhibit B

Ex B

Bid Tabulation BID 11-25B
 Furnish, Deliver & Discharge Quicklime
 Bid Opening 7/26/2011

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PEBBLE SIZE
TYPE 1 - Pebble Lime			
Broward County Dist. 1	3701 N State Road 7	2,500	1/8 - 3/8
Broward County Dist. 2	1390 NE 51 St.	4,800	1/8 - 3/8
City of Coral Springs (1)	3800 NW 85th Avenue, Coral Springs	2,000	1/8 - 3/8
City of Dania Beach	1201 Shirling Road, Dania Beach	637	1/8 - 3/8
Town of Davie	3500 NW 76th Avenue, Davie	766.5	1/8 - 3/8
City of Deerfield Beach	3790 SW 64th Avenue, Davie	455.4	1/8 - 3/8
City of Deerfield Beach	290 Gonsley Blvd. - West Plant, Deerfield Beach	1524	1/8 - 3/8
City of Fort Lauderdale	150 NE 2nd Ave.	102	1/8 - 3/8
City of Hallandale (2)	949 NW 38th St., Ft. Lauderdale	11,500	1/8 - 3/8
City of Hollywood	215 NW 6th Avenue, Hallandale	2,176	1/8 - 1/2
City of Hollywood	3441 Hollywood Blvd., Hollywood	2,482	1/8 - 3/8
City of Margate	2001 NW 49th Avenue, Lauderdale	1,570	3/8 - 1/2
City of Miramar	980 NW 66th Ave, Margate	2,600	1/8 - 1/2
City of North Miami	2600 SW 65th Terrace, Miramar	1,000	1/8 - 3/8
City of North Miami Beach	12098 NW 11th Ave, North Miami	1,440	1/8 - 3/8
City of Pembroke Pines	19150 NW 8th Ave, Miami Gardens	2,500	1/8 - 1/2
City of Pompano Beach	7960 Johnson Street, Pembroke Pines	4,500	1/8 - 3/8
City of Sunrise	301 NE 12th Street, Pompano Beach	2,500	1/8 - 3/8
City of Sunrise	4350 Springtree Drive, Sunrise	3,600	1/8 - 3/8
City of Tamarac	15400 Sludge Mill Road, Davie	360	1/8 - 3/8
U.S. Water (City of North Lauderdale)	7803 NW 61st Street, Tamarac	1,450	1/8 - 3/8
Village of Wellington	841 NW 71st Avenue, North Lauderdale	650	1/8 - 3/8
TYPE 2 - Hi CAL Granular (3)	1100 Wellington Terrace, Wellington	1,175	1/8 - 3/8
City of Hollywood	Wastewater, 1621 N 14th Ave, Hollywood	5,400	Granular
Village of Wellington	1100 Wellington Terrace, Wellington	240	Granular
		Total Annual Tonnage	57,838

CHEMICAL LIME COMPANY, I.L.C.			
PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED	TOTAL ANNUAL COST
\$ 138.75	\$ 91.10	\$ 229.85	\$ 574,625.00
\$ 138.75	\$ 91.10	\$ 229.85	\$ 1,103,280.00
\$ 138.75	\$ 91.10	\$ 229.85	\$ 469,700.00
\$ 138.75	\$ 91.10	\$ 229.85	\$ 146,414.45
\$ 138.75	\$ 91.10	\$ 229.85	\$ 176,160.03
\$ 138.75	\$ 91.10	\$ 229.85	\$ 106,972.19
\$ 138.75	\$ 91.10	\$ 229.85	\$ 350,291.40
\$ 138.75	\$ 91.10	\$ 229.85	\$ 23,444.70
\$ 138.75	\$ 91.10	\$ 229.85	\$ 2,643,275.00
\$ 138.75	\$ 91.10	\$ 229.85	\$ 500,153.60
\$ 138.75	\$ 91.10	\$ 229.85	\$ 570,487.70
\$ 138.75	\$ 91.10	\$ 229.85	\$ 560,864.50
\$ 138.75	\$ 91.10	\$ 229.85	\$ 597,610.00
\$ 138.75	\$ 91.10	\$ 229.85	\$ 229,850.00
\$ 138.75	\$ 91.10	\$ 229.85	\$ 332,164.80
\$ 138.75	\$ 91.10	\$ 229.85	\$ 576,675.00
\$ 138.75	\$ 91.10	\$ 229.85	\$ 574,625.00
\$ 138.75	\$ 91.10	\$ 229.85	\$ 82,746.00
\$ 138.75	\$ 91.10	\$ 229.85	\$ 333,282.50
\$ 138.75	\$ 91.10	\$ 229.85	\$ 149,402.50
\$ 138.75	\$ 101.27	\$ 240.02	\$ 282,023.50
\$ 138.75	\$ 126.89	\$ 265.64	\$ 1,434,456.00
\$ 138.75	\$ 122.05	\$ 260.80	\$ 62,592.00
		TOTAL PRICE:	\$ 12,998,444.87

CARMELUSE LIME & STONE, INC.			
PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED	TOTAL ANNUAL COST
\$ 200.00	\$ 80.93	\$ 280.93	\$ 702,325.00
\$ 200.00	\$ 80.93	\$ 280.93	\$ 1,348,464.00
\$ 200.00	\$ 80.93	\$ 280.93	\$ 561,860.00
\$ 150.00	\$ 80.93	\$ 230.93	\$ 147,102.41
\$ 200.00	\$ 80.21	\$ 280.21	\$ 214,780.97
\$ 200.00	\$ 80.93	\$ 280.93	\$ 130,744.82
\$ 200.00	\$ 80.93	\$ 280.93	\$ 428,137.32
\$ 200.00	\$ 80.93	\$ 280.93	\$ 28,654.86
\$ 200.00	\$ 80.93	\$ 280.93	\$ 3,230,695.00
\$ 200.00	\$ 80.93	\$ 280.93	\$ 611,303.68
\$ 200.00	\$ 80.93	\$ 280.93	\$ 697,268.26
\$ 200.00	\$ 80.93	\$ 280.93	\$ 441,060.10
\$ 200.00	\$ 80.93	\$ 280.93	\$ 730,418.00
\$ 200.00	\$ 80.93	\$ 280.93	\$ 280,930.00
\$ 200.00	\$ 80.93	\$ 280.93	\$ 404,539.20
\$ 200.00	\$ 80.93	\$ 280.93	\$ 702,325.00
\$ 200.00	\$ 80.93	\$ 280.93	\$ 1,264,185.00
\$ 200.00	\$ 80.93	\$ 280.93	\$ 702,325.00
\$ 200.00	\$ 80.93	\$ 280.93	\$ 1,011,348.00
\$ 200.00	\$ 80.93	\$ 280.93	\$ 101,134.80
\$ 200.00	\$ 80.93	\$ 280.93	\$ 407,348.50
\$ 200.00	\$ 80.93	\$ 280.93	\$ 182,604.50
\$ 200.00	\$ 80.93	\$ 280.93	\$ 330,092.75
\$ 150.00	\$ 80.21	\$ 230.21	\$ 1,243,134.00
\$ 200.00	\$ 80.93	\$ 280.93	\$ 67,423.20
		TOTAL PRICE:	\$ 1,243,134.00



July 14, 2011

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

Dear Mr. Glatz,

This letter is in accompaniment of our proposal to provide various lime products to Tamarac and the members of the Southeast Florida Purchasing Cooperative relative to your Invitation for Bid, designated "BID 11-25B".

Lime Base Prices ("Price per Ton" column) and Freight Costs (rail, transfer and truck freight combined in the "Freight Charge" column) for Tamarac and the members of the Purchasing Cooperative are shown on the second page of the Bid Form, Page 17 of the Bid Documents. Rail and truck fuel surcharges are applied in accordance with the provisions of the Bid Documents and are also included in the "Freight Charge" column. The Price Change Formula is included with our submittal as Attachment A, and we have added the Rail Fuel Surcharge Policy to Appendix B as instructed.

The Base Prices for lime used in the Price Change Formula (Attachment A) are presented on the second page of the Bid Form (page 17) in the "Price per Ton" column. Our Proposal provides pricing for lime effective November 1, 2011, firm through December 31, 2011. The Proposal then provides for an initial quarterly price change effective January 1, 2012. Prices would change quarterly thereafter in accordance with Attachment A and other procedures included in the bid documents.

Thank you for sending LHOIST/Chemical Lime your request for bids. We are planning to attend the bid opening to be available to answer any questions you may have relative to our submittal. As always, your business is appreciated at LHOIST/Chemical Lime.

Very truly yours,

LHOIST/Chemical Lime Company, LLC

A handwritten signature in black ink that reads 'John L. Thompson'.

John L. Thompson

Attachments(3)

*Franklin Industrial Minerals
9020 Overlook Blvd., Suite 200
Brentwood, TN 37027
Phone 615-259-4222*



BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

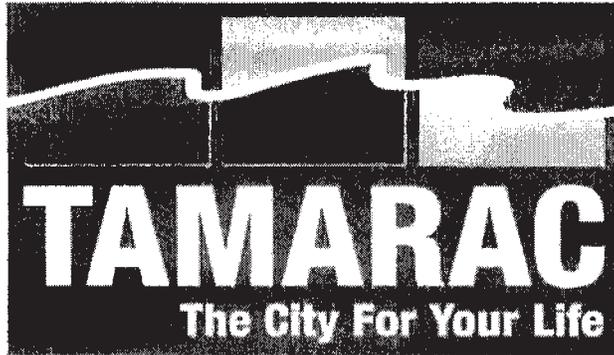
- 1. Carefully read the General Terms & Conditions, Special Conditions and the General Requirements.
- 2. Properly fill out the Bid Form.
- 3. Fill out and sign the Non-Collusive Affidavit and have it properly notarized.
- 4. Sign the Certification page. Failure to do so will result in your Bid being deemed non-responsive.
- 5. Fill out the Bidder's Qualification Statement.
- 6. Fill out the References page.
- 7. Sign the Vendor Drug Free Workplace Form.
- 8. Fill out the List of Subcontractors.
- 9. Fill out and sign the Certified Resolution.
- 10. Submit ONE (1) Original AND TWO (2) Photocopies of your bid, clearly marked with the BID NUMBER AND BID NAME on the outside of the package.

**Make sure your Bid is submitted PRIOR to the deadline.
Late Bids will not be accepted.**

Failure to provide the requested attachments may result in your bid being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.

INVITATION FOR BID

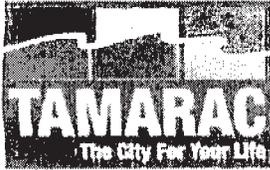


BID 11-25B

FURNISH, DELIVER & DISCHARGE OF QUICKLIME

Issued on behalf of
the Utilities Department

City of Tamarac
Purchasing & Contracts Division
7525 NW 88th Avenue
Room 108
Tamarac, Florida 33321-2401
(954) 597-3570



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

INVITATION FOR BID
Bidder Acknowledgement

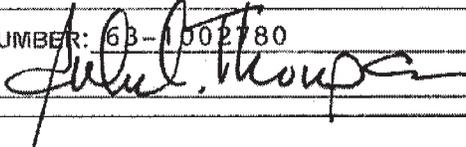
BID NO.: 11-25B
BID TITLE: Furnish, Deliver and Discharge of Quicklime
BID OPENING DATE/TIME: July 21, 2011 at 2:00 P.M. EDT
BUYER NAME: Keith K. Glatz, CPPO
BUYER PHONE: 954-597-3567
BUYER EMAIL: keithg@tamarac.org
PRE-BID CONFERENCE/SITE INSPECTION: Not Applicable to this bid.
BONDING: Not required for this bid.

GENERAL CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF TAMARAC. THE CITY OF TAMARAC MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR BID BY INDICATING SUCH CHANGE IN THE INSTRUCTIONS TO BIDDERS, IN THE SPECIAL CONDITIONS OF THE BID, OR IN THE SPECIFICATIONS/STATEMENT OF WORK. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THESE GENERAL CONDITIONS SHALL PREVAIL OVER THESE GENERAL CONDITIONS AND ANY CONFLICTING PROVISION WITHIN ANY VENDOR'S STANDARD TERMS AND CONDITIONS REGARDLESS OF ANY LANGUAGE IN VENDOR'S DOCUMENTATION TO THE CONTRARY.

SEALED BIDS

THIS FORM SHOULD BE EXECUTED AND SUBMITTED WITH ALL Bid FORMS IN A SEALED ENVELOPE. THE FACE OF THE ENVELOPE SHALL CONTAIN THE ABOVE ADDRESS, THE BID NUMBER AND THE BID TITLE. BIDS NOT SUBMITTED ON THE ATTACHED BID FORM MAY BE DEEMED NON-RESPONSIVE. ALL BIDS ARE SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THOSE BIDS THAT DO NOT COMPLY WITH THESE CONDITIONS MAY BE DEEMED NON-RESPONSIVE.

BIDDER COMPANY NAME: Chemical Lime Company of Alabama, LLC
COMPANY ADDRESS: 4720 Cleveland Heights Boulevard, Ste 203 Lakeland, FL
COMPANY PHONE: 877-644-9010
NAME OF AUTHORIZED AGENT: John L. Thompson
TITLE OF AUTHORIZED AGENT: Florida Sales Manager
AUTHORIZED AGENT EMAIL ADDRESS: _____
BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: 63-1502780
SIGNATURE OF AUTHORIZED AGENT: 



**BID FORM
 BID NO. 11-25B
 (continued)**

We propose to furnish the following in conformity with the specifications. The bid prices quoted are certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents. Rail and Truck fuel surcharges are not included on the spreadsheet below, and will be invoiced as separate line items per the requirements outlined in Section 3, "Pricing" of the Special Conditions herein. To assure continuity of supply, it is the intent of the City to award this bid to the lowest responsible and responsive bidder. The City reserves the right to award the bid on a split order basis, lump sum (preferred) or individual item basis unless otherwise stated.

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PEBBLE SIZE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
TYPE 1 – Pebble Lime						
Broward County Dist. 1	3701 N State Road 7	2,500	1/8 – 3/8	138.75	91.10	229.85
Broward County Dist. 2	1390 NE 51 St.	4,800	1/8 – 3/8	138.75	91.10	229.85
City of Coral Springs (1)	3800 NW 85th Avenue, Coral Springs	2,000	1/8 – 3/8	138.75	91.10	229.85
City of Dania Beach	1201 Stirling Road, Dania Beach	637	1/8 – 3/8	138.75	91.10	229.85
Town of Davie	3500 NW 78th Avenue, Davie	766.5	1/8 – 3/8	138.75	91.10	229.85
Town of Davie	3790 SW 64th Avenue, Davie	465.4	1/8 – 3/8	138.75	91.10	229.85
City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1524	1/8 – 3/8	138.75	91.10	229.85
City of Deerfield Beach	150 NE 2 nd Ave.	102	1/8 – 3/8	138.75	91.10	229.85
City of Fort Lauderdale	949 NW 38 th St., Ft. Lauderdale	11,500	1/8 – 3/8	138.75	91.10	229.85
City of Hallandale (2)	215 NW 8th Avenue, Hallandale	2,176	1/8 – 1/2	138.75	91.10	229.85
City of Hollywood	3441 Hollywood Blvd., Hollywood	2,482	1/8 – 3/8	138.75	91.10	229.85
City of Lauderhill	2001 NW 49th Avenue, Lauderhill	1,570	3/8 – 1/2	138.75	91.10	229.85
City Of Margate	980 NW 66 th Ave, Margate	2,600	1/8 – 1/2	138.75	91.10	229.85
City Of Miramar	2800 SW 66 th Terrace, Miramar	1,000	1/8 – 3/8	138.75	91.10	229.85
City of North Miami	12098 NW 11 th Ave, North Miami	1,440	1/8–3/8	138.75	91.92	230.67
City of North Miami Beach	19150 NW 8 th Ave, Miami Gardens	2,500	1/8–1/2	138.75	91.92	230.67
City Of Pembroke Pines	7980 Johnson Street, Pembroke Pines	4,500	1/8 – 3/8	138.75	91.10	229.85
City of Pompano Beach	301 NE 12th Street, Pompano Beach	2,500	1/8 – 3/8	138.75	91.10	229.85
City of Sunrise	4350 Springtree Drive, Sunrise	3,800	1/8 – 3/8	138.75	91.10	229.85
City of Sunrise	15400 Sludge Mill Road, Davie	360	1/8 – 3/8	138.75	91.10	229.85
City of Tamarac	7803 NW 61st Street, Tamarac	1,350	1/8 – 3/8	138.75	91.10	229.85
U.S. Water (City of North Lauderdale)	841 NW 71 st Avenue, North Lauderdale	650	1/8 – 3/8	138.75	91.10	229.85
Village of Wellington	1100 Wellington Terrace, Wellington	1,175	1/8 – 3/8	138.75	101.27	240.02
TYPE 2 – HI CAL Granular (3)						
City of Hollywood	Wastewater, 1621 N14th Ave, Hollywood	5,400	Granular	138.75	126.89	265.64
Village of Wellington	1100 Wellington Terrace, Wellington	240	Granular	138.75	122.05	260.80
Total Annual Tonnage		57,838				



Delivery Location Special Conditions:

- (1) Coral Springs – Must deliver between 8:00AM and 4:00PM Monday to Friday ONLY.
- (2) Hallandale Beach – Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.
- (3) Hollywood – Wastewater Plant – and Village of Wellington Utilizes Hi-Cal Granular Quicklime (Type 2). (See specification for Hi-Cal Granular herein.)

Authorized Signature

Authorized Signature

John L. Thompson

Typed/Printed Name



**BID FORM
FURNISH, DELIVER AND DISCHARGE OF QUICKLIME
BID NO. 11-25B
Continued**

Bidder's Name: Chemical Lime Company of Alabama, LLC

NOTE: Bid submittals without the manual signature of an authorized agent of the Bidder shall be deemed non-responsive and ineligible for award.

TERMS: 0 % DAYS: 30

Delivery/completion: 2 calendar days after receipt of Purchase Order

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Please indicate reason(s) why a Bid Proposal is not being submitted at this time. Return the Bid Form to avoid removal of Bidder from the City of Tamarac's vendor listing.

 NA



REFERENCES

Please list government agencies and/or private firms with whom you have done business who utilized a similar scope of services to the City of Tamarac requirements during the past five years:

Your Company Name Chemical Lime Company of Alabama, LLC
Address 4720 Cleveland Heights Blvd., Suite 203
City State Zip Lakeland, Florida 33813

Agency/Firm Name: City of Naples
Address 735 8th Street
City State Zip Naples, Florida 34102
Phone/Fax 239-213-7101
Contact Name Janice Vermillion, CPPB

Agency/Firm Name: Palm Beach County
Address 50 Military Trail, Suite 110
City State Zip West Palm Beach, Florida 33415
Phone/Fax 561-616-6800
Contact Name Tammy Smith, Purchasing Manager

Agency/Firm Name: City of Lakeland
Address 1501 West Bella Vista Street
City State Zip Lakeland, Florida 33805
Phone/Fax 863-834-6750
Contact Name Don Hardies

Agency/Firm Name: City of Orlando
Address 7525 N.W. 88th Avenue
City State Zip Orlando, Florida 32765
Phone/Fax 407-246-2563
Contact Name Diane Tisdell

Agency/Firm Name: City of Marco Island
Address 50 Bald Eagle Drive
City State Zip Marco Island, Florida 34145
Phone/Fax 239-389-5011
Contact Name Mr. Bob Creighton

CERTIFICATION

THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation for Bid, and also agrees that products and/or equipment to be delivered which fail to meet bid specifications will be rejected by the City within thirty (30) days of delivery at no charge to the City. Replacement by the bidder shall be made within thirty (30) days of the rejection of any products.

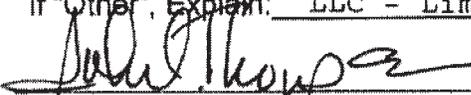
Furthermore, the undersigned declares to have specific and legal authorization to obligate their firm to the terms of this bid,

SUBMITTED TO: City of Tamarac
Purchasing and Contracts Manager
7525 NW 88th Avenue
Tamarac, Florida 33321

Indicate which type of organization below:

INDIVIDUAL PARTNERSHIP CORPORATION OTHER

If "Other", Explain: LLC - Limited Liability Company



Authorized Signature

Chemical Lime Company of Alabama, LLC

Company Name

John L. Thompson

Typed/Printed Name

BIDDER'S QUALIFICATION STATEMENT

Please provide the following information as a part of your bid submittal. Failure to provide the information requested, or failure to provide accurate and correct information may result in the rejection of your bid.

Name of Company Chemical Lime Company of Alabama, LLC
Address 4720 Cleveland Heights Boulevard, Dte 203
City State Zip Lakeland, Florida 33813
Telephone 877-644-9010
Fax Number 863-644-9030

1. How many years has your organization been in business under its present name?
60+ Years

2. If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: NA

3. Under what former name(s) has your business operated?:

NA

List former address(es) of that business (if any):

NA

4. Are you Certified? Yes No If Yes, attach copy of Certification

5. Are you Licensed? Yes No If Yes, attach copy of License

6. Has your company ever declared bankruptcy? Yes No

If Yes, explain: NA

7. Are you a Sales Representative Distributor Broker or Manufacturer of the commodities/services bid upon?

8. Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? Yes No If yes, explain: (date, service/project, bid title etc.)

Contract for the "Furnish, Deliver & Discharge of Quicklime" - from 2006 to present.

9. Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes No If yes, explain: _____

10. Have you ever been debarred or suspended from doing business with any governmental entity? Yes No If yes, explain: _____

Search results

You may choose to Refine Your Search.		
Company Name	Category Name	Link to File
CHEMICAL LIME CO	Drinking Water Treatment Chemicals	<i>FDPH.MH17190</i>

Model number information is not published for all product categories. If you require information about a specific model number, please contact Customer Service for further assistance.

CITY OF LAKELAND
2010-2011 BUSINESS TAX RECEIPT

Business Tax Office, 228 S Massachusetts Ave., Lakeland, FL 33801

THIS BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2011

RECEIPT NO: 00270

Account Number: 1332840
Workers: 2
Square Footage: 1300
Fee: 104.75

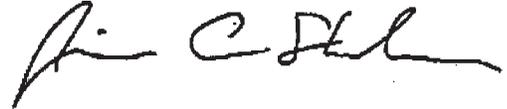
Business Classification(s)
BUSINESS OFFICE

Class	Category	Quantity
3000	1	

Location Address
4720 CLEVELAND HTS BL #203

Business Name & Mailing Address
CHEMICAL LIME COMPANY OF ALABAMA INC
DAVE REILLY, CEO
4720 CLEVELAND HTS BL #203
LAKELAND, FL 33813

This business tax receipt does not permit the holder to operate in violation of any City law, ordinance or regulation. Any change in location or ownership must be approved by the City Business Tax Receipt Section, subject to zoning restrictions. This Business Tax Receipt does not constitute an endorsement, approval or disapproval of the holder's skill or competence or of the compliance or noncompliance of the holder with other laws.



RECEIPT MUST BE CONSPICUOUSLY DISPLAYED IN YOUR PLACE OF BUSINESS

VALID ONLY WHEN SIGNED

PLEASE SEE ATTACHED.

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)", the duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____, 20____.

(SEAL)
Secretary

By: _____

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.



July 15, 2011

Mr. Keith K. Glatz
Purchasing and Contracts Manager
City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33321

**Re: Chemical Lime Company of Alabama, LLC/Chemical Management
Co., Inc. Signature Authority**

Dear Mr. Glatz:

Please accept this letter as authorization for Mr. John Thompson, regional sales manager of our company, to sign documents on behalf of one or both of the referenced companies in connection with City of Tamarac Bid No. 11-25B entitled "Furnish, Deliver and Discharge of Quicklime." If further confirmation is required, please contact the undersigned.

Very truly yours,

A handwritten signature in black ink that reads 'Kenneth E. Curtiss'.

Kenneth E. Curtiss
Secretary

cc: Mr. John Thompson
Chemical Lime Company of Alabama, LLC

CERTIFICATE OF INCUMBENCY

The undersigned, Kyle Kolde, hereby certifies that he is the duly authorized and acting Vice President and Chief Financial Officer of Chemical Management Co., Inc., a Nevada corporation, and of Chemical Lime Company of Alabama, LLC, an Alabama limited liability company, and further hereby certifies that, on the date hereof, the individual identified below holds the office set forth opposite his name for both the said Chemical Management Co., Inc. and Chemical Lime Company of Alabama, LLC, and the signature set forth opposite the name of such individual is his genuine signature.

<u>Name</u>	<u>Office</u>	<u>Signature</u>
Kenneth E. Curtiss	Secretary	<u>Kenneth E. Curtiss</u>

This Certificate of Incumbency is being provided to the City of Tamarac, Florida in connection with Bid No. 11-25B entitled "Furnish, Deliver and Discharge of Quicklime."

IN WITNESS WHEREOF, I have hereunto subscribed my name as of the 15th day of July, 2011.

By: Kyle Kolde
Kyle Kolde, Vice President and Chief
Financial Officer

NON-COLLUSIVE AFFIDAVIT

State of Florida)

) ss.

County of Polk)

John L. Thompson BEING FIRST DULY SWORN,
DEPOSES AND SAYS THAT:

1. He/she is the Florida Sales Manager, (Owner, Partner, Officer, Representative or Agent) of Chemical Lime Company of AL, LLC, the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Elizabeth A. Hart
Witness

Mary E. Egidio
Witness

By 

John L. Thompson
Printed Name
Florida Sales Manager

Title

ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Polk

On this the 14 day of July, 2011, before me, the undersigned Notary Public of the State of Florida, personally appeared

John L. Thompson and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

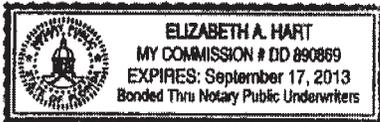
WITNESS my hand
and official seal.

Elizabeth A. Hart
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:

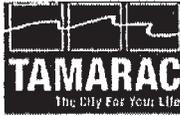
Elizabeth A. Hart
(Name of Notary Public: Print,
Stamp or Type as Commissioned)



Personally known to me, or
 Produced identification:

(Type of Identification Produced)

DID take an oath, or DID NOT take an oath



VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision 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. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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.

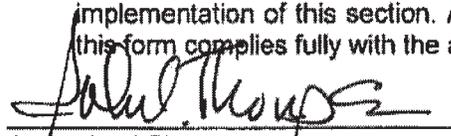
Inform employees about dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, & employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing commodities or contractual svcs., that are under bid a copy of the statement specified in subsection (1).

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 bid, 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 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later that five (5) days after each conviction.

Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.


Authorized Signature

Chemical Lime Company of AL, LLC
Company Name



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. 11-25B
to the City of Tamarac for Furnish Deliver & Discharge of Quicklime
2. This sworn statement is submitted by Chemical Lime Company of AL, LLC
(Name of entity submitting sworn statement)

Federal Employer Identification Number (FEIN) 63-1002780

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is John L. Thompson
(Print name of individual signing)

My relationship to the entity named above is Florida Sales Manager

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts led by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

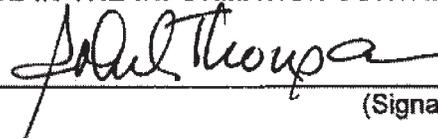
Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity were charged with and convicted of a public entity crime after July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.

The entity submitting this sworn statement, or one of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH (ONE) ABOVE, IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

July 14, 2011

(Date)

APPENDIX A

CONTRACTOR PASS REQUEST

Vendor Name: Commercial Carrier Logistics, LLC

Vendor Address:
502 East Bridgers Avenue
Auburndale, FL 33823

Vendor Contact Name: Frank Power, Vice President Sales & Marketing

Vendor Contact Phone Number: 863-967-1100 x 6814

List of Contractor Employees Requiring Entry to Facilities

(Attach copy of Picture Identification for all persons listed)

Name	Work to be Performed
Theron Cordell	Deliver & discharge lime
Ramdeo Sabinath	" "
Nathan Eugene	" "
Miguel Duran	" "
Hayden Gayle	" "
Glover Gilley	" "
Bladimir Gallo	" "
Domingo Maisonet	" "

APPENDIX B

2011 TRUCK FUEL SURCHARGE SCALE

Truck Fuel Surcharges are a percentage of the truck freight rate for product movement from the bidder's distribution origin to the customer's site. Truck Fuel Surcharges are subject to change quarterly.

- The percentage of the Monthly Truck Fuel Surcharge is computed by determining the Department of Energy's US Average Diesel Price published on the 3rd Monday of the last month of the quarter. DOE Diesel Prices may be found at the following website:
http://tonto.eia.doe.gov/ccc/info/wohdp/diesel_detail_report_combined.asp
- Percentages change .5% for every \$0.05 per gallon price change

DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE	DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE
\$1.75	0.00%	\$3.00	13.00%
\$1.80	1.00%	\$3.05	13.50%
\$1.85	1.50%	\$3.10	14.00%
\$1.90	2.00%	\$3.15	14.50%
\$1.95	2.50%	\$3.20	15.00%
\$2.00	3.00%	\$3.25	15.50%
\$2.05	3.50%	\$3.30	16.00%
\$2.10	4.00%	\$3.35	16.50%
\$2.15	4.50%	\$3.40	17.00%
\$2.20	5.00%	\$3.45	17.50%
\$2.25	5.50%	\$3.50	18.00%
\$2.30	6.00%	\$3.55	18.50%
\$2.35	6.50%	\$3.60	19.00%
\$2.40	7.00%	\$3.65	19.50%
\$2.45	7.50%	\$3.70	20.00%
\$2.50	8.00%	\$3.75	20.50%
\$2.55	8.50%	\$3.80	21.00%
\$2.60	9.00%	\$3.85	21.50%
\$2.65	9.50%	\$3.90	22.00%
\$2.70	10.00%	\$3.95	22.50%
\$2.75	10.50%	\$4.00	23.00%
\$2.80	11.00%	\$4.05	23.50%
\$2.85	11.50%	\$4.10	24.00%
\$2.90	12.00%	\$4.15	24.50%
\$2.95	12.50%	\$4.20	25.00%



MEMO

Chemical Lime

A Lhoist Group Company

To: Oliver Booth

Logistics

Phone: (205) 402-1563

CC: Pam Page
John Thompson
Elizabeth Hart

Date: Feb 26, 2010

From: Carleen Schaefer
Logistics Manager, East

Ref:

Subject: Rail Fuel Surcharge

Oliver this is an update to the CSXT mileage based fuel surcharge (FSC). The railroads change the actual miles on a yearly basis based on whether they have added or taken away various lengths of track.

All of our terminals are charged the rail miles from origin to destination and the only portion that changes is the amount charged per mile. You can log onto the CSXT website at <http://shipcsx.com/public/ec.shipcsxpublic/Main?module=public.fuel&target=blastfax> to determine what the current charges are and what the next month's charges will be.

The following are the updated miles between our O'Neal plant and our Florida terminals:

- O'Neal to Nichols, FL is 608 miles
- O'Neal to Brooksville is 656 miles
- O'Neal to Bartow is 617 miles
- O'Neal to Ft Lauderdale is 796 miles
- O'Neal to Matco is 761 miles

Note: Please remember that since we only average 98 tons per rail shipment, we must multiply the miles times the cost per mile then divide that total by 98 to arrive at a cost per ton.

Sincerely,

Carleen Schaefer

Logistics Manager, East

CSXT's Rail Fuel Surcharge Computation for Chemical Lime

- Access: <http://shipcsx.com/public/ec.shipcsxpublic/Main?module=public.fuel&target=blastfax>

This will pull up the following:

HDF Fuel Surcharge Status Report

The following information relates to CSXT Fuel Surcharge Publication 8561-B.

The current HDF fuel surcharge, effective July 1, 2011, is 52 cents per mile. The fuel surcharge scheduled to become effective August 1, 2011, is 49 cents per mile.

Historical data can be viewed in the [fuel surcharge archive](#).

Fuel Surcharge Effective Date	Cents Per Mile	Surcharge Status	HDF Avg. Price Cents Per Gallon*	Basis Month
07/01/11	52	Active	404.7¢	May 2011
08/01/11	49	Future	393.3¢	June 2011
09/01/11	TBD	TBD	TBD	July 2011(MTD)

* The referenced DOE-EIA publication can currently be found at www.eia.doe.gov. On the home page select "Petroleum;" under "Prices" select "Weekly Retail Gasoline and Diesel Prices;" for the "Area" select "U.S.;" for the "Period" select "Monthly;" then refer to the data on the line entitled "Diesel (On-Highway)." Monthly data is normally published Wednesday after the last Monday of a given month.

To calculate the rail fuel surcharge amount, locate cents per mile on chart above and multiply that number by 796 (miles from Oneal, Alabama to Chemical Lime – Ft. Lauderdale, Florida) then divide by 98 (average tons per railcar). Example given for July:

$\$0.52 \times 796 = \413.92 . $\$413.92 / 98 = \4.22 . This amount will be included in the base contract lime price and will be updated quarterly (with corresponding true-ups to be processed at the end of each quarter).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/04/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 4400 Comstock Bank Tower 1717 Main Street Dallas, TX 75201-7357 Attn: dallas.certs@marsh.com/(888) 886-4684 344181-AI-GAXWR-10-11	COMPANY Name: City, St. Zip: Country: Telephone: Fax: E-Mail: Website: Insured: Customer ID #:	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Lhoist North America, Inc. P/O Chemical Lime Company Attn: Bob Nordin P.O. Box 888004 PL Worth, TX 78185	INSURER A: ACE American Insurance Company		22887
	INSURER B: N/A		N/A
	INSURER C: N/A		N/A
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** HOU-001488914-16 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT 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 CERTIFICATE 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.

INSTR	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
TYPE		INSUR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER OCC <input type="checkbox"/> LOC		HCO G25821148	10/01/2010	10/01/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (No amount) MED EXP (Per one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMPROP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ISA H08830744	10/01/2010	10/01/2011	COMBINED SINGLE LIMIT (As outlined) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLR C48138877 (ADS) SCF C48138885 (WI)	10/01/2010	10/01/2011	<input checked="" type="checkbox"/> WFT/STL-TOLRY LIMITS <input type="checkbox"/> CH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
WHERE REQUIRED BY WRITTEN CONTRACT, CITY OF TAMARAC IS AN ADDITIONAL INSURED (EXCEPT ON WORKERS' COMP) AS RESPECTS OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER CITY OF TAMARAC ATTN: KEITH GLATZ 7525 NW 88TH AVENUE TAMARAC, FL 33321	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. William Hines
---	--

Quarterly Price Change Formula Example
 HI Cal Quicklime from Chemical Lime O'Neal Alabama Lime Plant

Cost Factor	Basis	Percentage of Purchase Price	Base Year Cost (Avg Jan - June 2011)	Base Year Price Breakdown	Adjustment Percentage	Adjustment Amount	Current Year Cost Jan 2011	Adjustment Factor	Adjustment Amount	
1. Labor	Actual Wage (Wage Rate Bracket # 8)	15.00%	\$24.56	\$20.81	Contracted Quarter / base year cost	Base year Price X Adjustment %	\$25.30	1.0301	\$21.44	
2. Fuel	Cost per ton of Coal EIA Spot Pricing for Central Appalachia	40.00%	78.105	\$55.50	Contracted Quarter / base year cost	Base year Cost X Adjustment %	79.000	1.0115	\$56.14	
3. Electric Power	PPI Electrical Power Generation (PCU2211102211104)	12.00%	150.200	\$16.65	Contracted Quarter / base year cost	Base year Cost X Adjustment %	148.000	0.9854	\$16.41	
4. Crude Oil	Chemical Lime O'Neal 2011 Budgeted Crude Oil per Barrel	13.00%	\$68.00	\$18.04	Contracted Quarter / base year cost	Base year Cost X Adjustment %	\$95.00	1.0795	\$19.47	
5. Other Portion	PPI All Commodities less fuel (WPU03T15M05)	20.00%	191.550	\$27.75	Contracted Quarter / base year cost	Base year Cost X Adjustment %	191.50	0.9997	\$27.74	
Base Price			Total Cost	\$138.75					1/1/12 Adjusted Price	\$141.20

Example 1/1/12 Calculation

Labor is the actual labor cost for the O'Neal lime plant for Wage Bracket 8. The average wage rate Jan 2011 through June 2011 will be used as the base period. The quarterly price change will be calculated using the previous 3 month average less one month actual cost. (Jan 1, 2012 calculation will use average of Sept, Oct & Nov 2011 cost).

Fuel utilizes the EIA Spot Coal pricing for Central Appalachia (http://www.eia.gov/coal/news_markets/index.cfm) and the average of Jan 2011 thru June 2011 will be used as the base period. The quarterly price change will be calculated using the previous 3 month average less one month index numbers for the current period. (Jan 1, 2012 calculation will use average of Sept, Oct & Nov index figures).

Electric Power is based on the PPI for Electric Power Generation (FCU 2211102211104). The average of Jan 2011 - June 2011 will be used as the base period. The quarterly price change will be calculated using the previous 3 month average less one month actual cost. (Jan 1, 2012 calculation will use the average of Sept, Oct & Nov 2011 index figures).

Crude Oil base year cost is based on Chemical Lime's 2011 budgeted price for Crude oil. The quarterly price change will be calculated utilizing the EIA WTI Crude Spot Pricing (<http://www.eia.gov/dnav/pet/hist/LeafHandler.spx?m=PET&s=RWT&t=M>). The quarterly price change will be calculated using the previous 3 month average less one month index numbers for the current period. (Jan 1, 2012 calculation will use average of Sept, Oct & Nov index figures).

Other Portion is PPI All Industrial Commodities less fuel (WPU03T15M05). The average of Jan 2011 - June 2011 will be used as the base period. The quarterly price change will be calculated using the previous 3 month average less one month actual cost. (Jan 1, 2012 calculation will use the average of Sept, Oct & Nov 2011 index figures).



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321

"Committed to Excellence...Always"

ADDENDUM NO. 1

REQUEST FOR PROPOSAL 11-25B

FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

DATE OF ADDENDUM: JULY 14, 2011

TO ALL PROSPECTIVE PROPOSERS:

The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for Invitation for Bid # 11-25B, **FURNISH, DELIVER AND DISCHARGE OF QUICKLIME**.

1. Technical Specifications, Section C "Residue after Slaking" should be changed to read as follows:

(C) Residue After Slaking

Residue shall not be more than 2% by weight on 30-400 mesh sieve.

2. Please change the BID OPENING Time and Date to the following:

July 26, 2011 at 2:00 P.M. EDT

All other terms, conditions and specifications remain unchanged for Bid # 11-25B.

Please acknowledge receipt of this Addendum No. 1, by returning it and/or acknowledging it in your proposal.

Sincerely,

Keith K. Glatz, CPPO, FCPM
Purchasing & Contracts Manager

COMPANY: Chemical Lime Co of AL, NAME: John L. Thompson
LLC



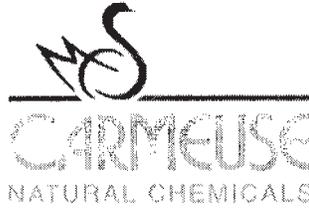
BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

- 1. Carefully read the General Terms & Conditions, Special Conditions and the General Requirements.
- 2. Properly fill out the Bid Form.
- 3. Fill out and sign the Non-Collusive Affidavit and have it properly notarized.
- 4. Sign the Certification page. Failure to do so will result in your Bid being deemed non-responsive.
- 5. Fill out the Bidder's Qualification Statement.
- 6. Fill out the References page.
- 7. Sign the Vendor Drug Free Workplace Form.
- 8. Fill out the List of Subcontractors.
- 9. Fill out and sign the Certified Resolution.
- 10. Submit ONE (1) Original AND TWO (2) Photocopies of your bid, clearly marked with the BID NUMBER AND BID NAME on the outside of the package.

**Make sure your Bid is submitted PRIOR to the deadline.
Late Bids will not be accepted.**

Failure to provide the requested attachments may result in your bid being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.



Mailing Address

Please note that *future* Bid Packages/Requests/Contracts should be mailed to our corporate office at:

Carmeuse Lime & Stone, Inc.
11 Stanwix Street – 21st Floor
Pittsburgh, PA 15222
Attn: Josie Zihmer

Bid Results / Contracts:

Please mail, fax or email bid tabs/results to the following:

Fax to 412-995-5515 attention Josie Zihmer.

Mail Contracts to the above address.

Email results to josie.zihmer@carmeusena.com

Should you have any questions, please call me directly at 866-780-0974.

Sincerely,

Josie Zihmer

Josie Zihmer
Inside Sales Representative

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
CARMEUSE LIME & STONE, INC.**

The undersigned, being all of the members of the Board of Directors of Carmeuse Lime & Stone, Inc., a Delaware Corporation (the "Corporation"), do hereby vote for, consent to, authorize and adopt the following resolutions by unanimous written consent pursuant to Section 141(f) of the Delaware General Corporation Law, with the same force and effect as if the undersigned had been present at a meeting of the Board of Directors of the Corporation and had voted for the same:

WHEREAS, the Corporation desires to restate its entire list of officers in order to reflect changes in the management of the Corporation;

BE IT RESOLVED THAT the following persons be, and they hereby are, elected to the offices set forth opposite their names below and to hold such offices until their successors have been duly elected and qualified:

Thomas A. Buck	President and CEO
Bruce Inglis	Vice President and CFO
Kathy Wiley	Vice President, Human Resources
Philip Johnson	Senior Vice President, Sales and Marketing
Bruce Routhicau	Vice President, Sales <i>Bruce D. Routhicau</i>
Paul Tunnicliffe	Vice President, Operations
Carroll Laufmann	Vice President, Operations
Aidan Connolly	Vice President, Engineering
Jack Fahler	Vice President, Supply Chain
Patrick Worms	Chief Information Officer
Ralph Bardine	Vice President, Business Development
Mary D. Colin	Treasurer, Assistant Secretary
Kevin Whyte	Vice President, General Counsel, Secretary <i>K. Whyte</i>
Michael Collingwood	Assistant Secretary

BE IT FURTHER RESOLVED THAT the above elected officers do hereby replace and supplant the previous officers of the Corporation, and the elected officers do hereby commence to serve as officers of the Corporation from the date hereof; and

BE IT FURTHER RESOLVED THAT the officers of the Corporation be, and they hereby are, authorized to do or cause to be done any and all such acts and things and execute and deliver any and all documents and papers as they may deem necessary or appropriate to carry out the purposes of the foregoing resolutions; and

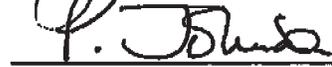
BE IT FURTHER RESOLVED THAT a copy of this Unanimous Written Consent of the Board of Directors be delivered to the Secretary of the Corporation with direction that it be filed and maintained with the corporate records of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent of the Board of Directors as of the 1st day of July, 2009.

5 3



Thomas A. Buck



Philip Johnson

Being all the Directors of Carmeuse Lime &
Stone, Inc.



2011 Florida Annual Resale Certificate for Sales Tax

DR-13 R. 01/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2011

Business Name and Location Address

Registration Effective Date

Certificate Number

CARMEUSE LIME & STONE INC
504 N 34TH ST
TAMPA FL 33605-6200

08/27/94

39-8012044731-8

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
• Re-rental as tangible personal property.
• Resale of services.
• Re-rental as real property.
• Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
• Re-rental as transient rental property.
• Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented to: (insert name of seller on photocopy) (date)

Presented by: (Authorized Signature (Purchaser)) (date) 1-1-2011



2011 Florida Annual Resale Certificate for Sales Tax

DR-13 R. 01/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2011

Business Name and Location Address

Registration Effective Date

Certificate Number

CARMEUSE LIME & STONE INC
2591 W 5TH ST
SANFORD FL 32771-1662

08/27/94

69-8012044732-4

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
• Re-rental as tangible personal property.
• Resale of services.
• Re-rental as real property.
• Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
• Re-rental as transient rental property.
• Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

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Presented to: (insert name of seller on photocopy) (date)

Presented by: (Authorized Signature (Purchaser)) (date) 1-1-2011



2011 Florida Annual Resale Certificate for Sales Tax

DR-13 R. 01/11

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Business Name and Location Address

Registration Effective Date

Certificate Number

VOID VOID VOID VOID VOID VOID VOID VOID

VOID

VOID VOID VOID

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Presented to: (insert name of seller on photocopy) (date)

Presented by: (Authorized Signature (Purchaser)) (date)

Internet Verification: Verify resale or exemption certificates online at www.myflorida.com/dor

As an active registered dealer with the Department, you are being provided with this *Annual Resale Certificate* to make your eligible tax-exempt purchases or rentals of property or services for resale. You should submit a signed copy of your certificate to a seller when making purchases or rentals of property or services that you intend to resell or re-rent as part of your business.

It is your duty as a dealer to collect and send in the applicable amount of sales and use tax and discretionary sales surtax from your customers when you finally resell or re-rent the property or service at retail. If you have difficulty determining what you may buy or rent tax-exempt for resale, we provide a brochure that will help you: *Annual Resale Certificate for Sales Tax* (Form GT-800060). Information and forms are available on our Internet site at www.myflorida.com/dor.

If you purchase or rent items which will be used in your business, and the items will not be sold or re-rented, your *Annual Resale Certificate* should **not** be used. Remember, there are criminal and civil penalties for fraudulent use of the *Annual Resale Certificate*.

Note: If you close or sell your business, notify the Department and destroy this form.

DR-13C, R. 01/11

Internet Verification: Verify resale or exemption certificates online at www.myflorida.com/dor

As an active registered dealer with the Department, you are being provided with this *Annual Resale Certificate* to make your eligible tax-exempt purchases or rentals of property or services for resale. You should submit a signed copy of your certificate to a seller when making purchases or rentals of property or services that you intend to resell or re-rent as part of your business.

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DR-13C, R. 01/11

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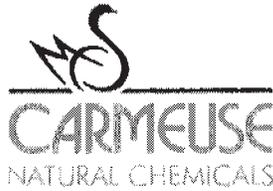
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Note: If you close or sell your business, notify the Department and destroy this form.

DR-13C, R. 01/11



Carmeuse Lime & Stone
 Longview Operation
 599 Highway 31 South
 Saginaw, Alabama 35137

PRODUCT INFORMATION

Product Description: HiCal QL 1/8" X 0" Bulk
 Product Code: 10499
 Production Facility: Longview
 Packaging: Bulk

Typical Properties: Chemical

	Average (%)
Carbon Dioxide (CO ₂)	0.36
Sulfur (S)	0.097
Available Lime (Rapid Sugar)	93.1
Calcium Oxide (CaO)	93.8
Magnesium Oxide (MgO)	2.4
Silica (SiO ₂)	1.310
Alumina (Al ₂ O ₃)	0.572
Ferric Oxide (Fe ₂ O ₃)	0.373

Typical Properties: Physical

	Average (%)
ASTM Reactivity	
- Temp. Rise in 30 seconds (°C)	40.0
- Temp. Rise T _{total} (°C)	56.7
Size (at point of loading)	
- Passing 1/8"	100
Loose Bulk Density (#/ft ³)	62
Packed Bulk Density (#/ft ³)	70

* Not routinely analyzed at this location

The information contained in this product information sheet is, to the best of our knowledge, true and accurate, but any typical values given are subject to occasional variations based on variations in the raw material inputs and processing operations. Each user is advised to evaluate the product (specific compositions, physical properties and performance characteristics) independently for suitability in the intended use.



Carmeuse Lime & Stone

Longview Operation
599 Highway 31 South
Saginaw, Alabama 35137

PRODUCT INFORMATION

Product Description: HiCal QL PCC 1/2" X 1/8" Rice
Product Code: 10529
Production Facility: Longview
Packaging: Bulk

Typical Properties: Chemical

	Average (%)
Carbon Dioxide (CO ₂)	0.79
Sulfur (S)	0.051
Available Lime (Rapid Sugar)	93.0
Calcium Oxide (CaO) *	95.2
Magnesium Oxide (MgO)	1.82
Silica (SiO ₂) *	0.705
Alumina (Al ₂ O ₃) *	0.291
Ferric Oxide (Fe ₂ O ₃) *	0.167

Typical Properties: Physical

	Average (%)
ASTM Reactivity	
- Temp. Rise in 30 seconds (°C)	40.0
- Temp. Rise T _{total} (°C)	56.4
Residue (+30 Mesh)	1.6
Loose Bulk Density (#/ft ³) *	60

* Not routinely analyzed at this location

The information contained in this product information sheet is, to the best of our knowledge, true and accurate, but any typical values given are subject to occasional variations based on variations in the raw material inputs and processing operations. Each user is advised to evaluate the product (specific compositions, physical properties and performance characteristics) independently for suitability in the intended use.

ANSI / NSF STANDARD 60 CLASSIFICATION

NSF International has classified the following Carmeuse Lime manufacturing locations and their products for use as drinking water additives.

Location	Product / Trade Designation	Categories	Maximum Use
Carmeuse Lime BEACHVILLE OPERATION P.O. Box 190 Ingersoll, Ontario, N5C 3K5 IE467-01	Calcium Oxide	Softening, Precipitation and pH Adjustment	500 mg/L
	Calcium Hydroxide	Softening, Precipitation and pH Adjustment	650 mg/L
Carmeuse Lime RIVER ROUGE OPERATION 25 Marlon Avenue River Rouge, Michigan 48218 IE465-01	Calcium Oxide	Softening, Precipitation and pH Adjustment	500 mg/L
Carmeuse Lime S. CHICAGO OPERATION 3245 East 103 rd Street Chicago, Illinois 60617 IE464-01	Calcium Oxide	Softening, Precipitation and pH Adjustment	500 mg/L
	Calcium Hydroxide	Softening, Precipitation and pH Adjustment	650 mg/L
Carmeuse Lime BUFFINGTON OPERATION North Clark Road at Lake Michigan Gary, Indiana 46420 IE466-01	Calcium Oxide	Softening, Precipitation and pH Adjustment	500 mg/L
Carmeuse Lime ANNVILLE OPERATION Route 422 and Clear Spring Road Annnville, PA 17003 IE463-01	Calcium Oxide	Softening, Precipitation and pH Adjustment	500 mg/L
	Calcium Hydroxide	Softening, Precipitation and pH Adjustment	650 mg/L
Carmeuse Lime Black River Operation 9043 Highway 154 Butler, KY 41006 IE461-01	Calcium Oxide	Softening, Precipitation and pH Adjustment	500 mg/L
	Calcium Hydroxide	Softening, Precipitation and pH Adjustment	650 mg/L
Carmeuse Lime LONGVIEW OPERATION 599 Highway 31 South Saginaw, Alabama 35137 IE462-01	Calcium Oxide	Softening, Precipitation and pH Adjustment	500 mg/L
	Calcium Hydroxide	Softening, Precipitation and pH Adjustment	650 mg/L
Carmeuse Lime STRASBURG OPERATION 1696 Oranda Road Strasburg, Virginia 22657 COO23848	Calcium Oxide	Softening, Precipitation and pH Adjustment	500 mg/L
	Calcium Hydroxide	Softening, Precipitation and pH Adjustment	650 mg/L
Carmeuse Lime LUTTRELL OPERATION 486 Clinch Valley Road Luttrell, Tennessee 37779 COO23849	Calcium Oxide	Softening, Precipitation and pH Adjustment	500 mg/L
	Calcium Hydroxide	Softening, Precipitation and pH Adjustment	650 mg/L

For questions concerning water treatment products, please contact: Josie Zihmer
Inside Sales Representative
(866) 780-0974

The complete listing of certified Carmeuse Lime plants can also be viewed at the water certification index on the NSF International web site:
<http://www.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=carmeuse&>

Certifications-Drinking Water Treatment Additives



Certified to
NSF/ANSI 60

NSF International

RECOGNIZES

CARMEUSE NORTH AMERICA
PITTSBURGH, PA

AS COMPLYING WITH NSF/ANSI 60.
PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE
AUTHORIZED TO BEAR THE NSF MARK.

CARMEUSE LIME PLANTS

Ingersol, ON, Cert. # IE467-01	Annaville, PA, Cert. # IE463-01
River Rouge, MI, # IE465-01	Butler, KY, Cert. # IE461-01
Chicago, IL, Cert. # IE464-01	Saginaw, AL, Cert. # IE462-01
Gary, IN, Cert. # IE466-01	Baton Rouge, LA, Cert. # IE462-01



Certification Program
Accredited by the
American National
Standards Institute



Certification Program
Accredited by the
Standards Council
of Canada

This certificate is the property of NSF International and must be returned upon request. To verify Certification, call 800 NSF-MARK or 734 766-8010.

Mark L. Jost, Senior V.P., Water Systems
Water Distribution Systems

September 17, 2003
Certificate# IE460 - 01



Carmeuse Lime & Stone, Inc.
Longview Operation

To: City of Tamarac, FL

Date: 7/21/11

Re: Affidavit of Compliance for Quicklime to ANSI / AWWA B202-02

Carmeuse Longview's water grade quicklime products conform to ANSI / AWWA B202-02. The following verifications required by the standard are provided on all water grade quicklime shipped to our customers:

- **Sampling**
If required by the customer, samples are taken after the kilns (Section 5.1.2) and analyzed. Results are reported on a certificate of analysis.
- **Test Procedures Performed**
Available Calcium Oxide—procedure adapted from ASTM C-25
T3 minute Reactivity
Total Active Slaking Time (TAST)
Objectionable Insoluble Matter (30 Mesh residue)
- **Rejection of Quicklime**
Available Calcium Oxide < 80%
T3 minute Reactivity < 10 °C
Total Active Slaking Time > 20 minutes
Objectionable Insoluble Matter > 5%

Robert W. Rinker
Quality Director
Carmeuse NA



Carmeuse North America
 11 Stanwix Street, 11th Floor
 Pittsburgh, PA 15222
 Phone: 412-995-5500
 Fax: 412-995-5594

Date of Origin:	06/05/02
Date of Revision:	12/06/04
Revision No.	9

Material Safety Data Sheet

Product Name:	HIGH CALCIUM QUICKLIME
---------------	-------------------------------

INFOTRAC: 800-535-5053 [In case of an emergency call this number 24 HOURS a day 7 DAYS a week.]

1. IDENTIFICATION OF THE SUBSTANCE AND COMPANY

1.1. Identification of the substance:

Chemical name:	Calcium oxide
Product name(s):	Steel Grade-Large, Steel Grade-Large Rescreened, Steel Grade-Small, Steel Grade-Small Rescreened, Water Grade-Small, Water Grade-Small Rescreened, Mini Pebble, Rice, PCC Grade-Large Rescreened, PCC Grade-Small Rescreened, Hi Cal Fines, Pulverized Lime, Pulverized Lime w/ Flowaid
Formula:	CaO
CAS #:	1305-78-8
Molecular Weight:	56.08
Material Uses:	Water treatment, steel flux, caustic agent, pH adjustment, acid gas absorption, construction

1.2. Company:

Main Office:	
Carmeuse North America	Telephone: 412-995-5500
11 Stanwix Street, 11 th Floor	Fax: 412-995-5594
Pittsburgh, PA 15222	

Canadian Office:	
Carmeuse Lime (Canada) Limited	Telephone: 519-423-6283
P.O. Box 190	Fax: 519-423-6545
Ingersoll, Ontario N5C 3K5	

2. COMPOSITION / INFORMATION ON INGREDIENTS

Ingredient	% by Weight	CAS #	Exposure Limits
Calcium oxide	>99	1305-78-8	OSHA PEL: 5 mg/m ³ ACGIH TLV: 2 mg/m ³ O. Reg. 833 TWAEV: 2 mg/m ³
Magnesium oxide	<4	1309-48-4	OSHA PEL: 15 mg/m ³ ACGIH TLV: 10 mg/m ³ O. Reg. 833 TWAEV: 10 mg/m ³
Silica - crystalline quartz	<1	14808-60-7	OSHA PEL*: 10 mg/m ³ (total dust); 3.3 mg/m ³ (respirable) ACGIH TLV: 0.05 mg/m ³ (respirable) O. Reg. 845 TWAEV: 0.1 mg/m ³
*PEL (total dust) = (30 mg/m ³) / (% silica + 2) ; PEL (respirable) = (10 mg/m ³) / (% silica + 2)			

Product Name:

HIGH CALCIUM QUICKLIME (continued)

3. HAZARDS IDENTIFICATION AND CLASSIFICATION

Overview:	High Calcium Quicklime is in the form lumps, pebbles, granules or powder and is odorless, white or grayish-white in color. Contact can cause irritation to eyes, skin, respiratory system, and gastrointestinal tract. Contact may aggravate disorders of eyes, skin, gastrointestinal tract, and respiratory system.
Eyes:	Can cause severe irritation or burning of eyes, including permanent damage.
Skin:	Can cause severe irritation or burning of skin, especially in the presence of moisture.
Ingestion:	Can cause severe irritation or burning of gastrointestinal tract if swallowed.
Inhalation:	Can cause severe irritation or the respiratory system. Long-term exposure may cause permanent damage. This product is not listed by MSHA, OSHA, or IARC as a carcinogen, but this product may contain crystalline quartz silica, which has been classified by IARC as (Group I) carcinogenic to humans when inhaled. Inhalation of silica can also cause a chronic lung disorder, silicosis.
Irritant:	Eyes, mucous membranes, moist skin, respiratory tract.
Flammability:	This product is not flammable or combustible
Explosive:	This product is not explosive in dust form
Reactivity:	May react violently with strong acids producing heat and possible steam explosion in confined space
Symbols:	WHMIS Symbol: "E" Corrosive Material; "D2A" Materials causing other toxic effects

4. HEALTH EFFECTS AND TREATMENTS

Health Effects:

Inhalation:	<u>Acute:</u> irritation, sore throat, cough, sneezing. <u>Chronic:</u> persistent coughing and breathing problems. Long-term exposure to silica can cause a chronic lung disorder, silicosis.
Eyes:	<u>Acute:</u> severe irritation, intense tearing, burns. <u>Chronic:</u> possible blindness when exposure is prolonged.
Skin:	<u>Acute:</u> removes natural skin oils, blotches, itching and superficial burns in case of sweating. <u>Chronic:</u> no known effects.
Ingestion:	<u>Acute:</u> sore throat, stomach aches, cramps, diarrhea, vomiting. <u>Chronic:</u> no known effects.

Treatments:

Inhalation:	Move victim to fresh air. Seek medical attention if necessary. If breathing has stopped, give artificial respiration.
Eyes:	Immediately flush eyes with large amounts of water for at least 15 minutes. Pull back the eyelid to make sure all the lime dust has been washed out. Seek medical attention immediately. Do not rub eyes.
Skin:	Flush exposed area with large amounts of water. Seek medical attention immediately.
Ingestion:	Give large quantities of water or fruit juice. Do not induce vomiting. Seek medical attention immediately. Never give anything by mouth if victim is rapidly losing consciousness or is unconscious or convulsing.

Product Name:

HIGH CALCIUM QUICKLIME (continued)

5. FIRE FIGHTING MEASURES

Flash point:	Non-flammable
Autoignition temperature:	Non-flammable
Inflammability limits:	None
Explosion risk:	None by itself, but heat produced by reaction with strong acids can generate steam and pressure
Hazardous combustion products:	None
Extinguishing media:	Use dry chemical fire extinguisher. Do not use water or halogenated compounds, except that large amounts of water may be used to deluge small quantities of High Calcium Quicklime. Use appropriate extinguishing media for surrounding fire conditions.
Fire fighting instructions:	Keep personnel away from and upwind of fire. Wear full fire-fighting turn-out gear (full Bunker gear), and respiratory protection (self-contained breathing apparatus).

6. ACCIDENT PREVENTION MEASURES

Individual and collective precautions:	Avoid creating conditions which release dust – use mechanical ventilation to remove dust from work spaces
Avoid inhalation of dust:	Wear respiratory protection - minimum NIOSH N-95 Dust Mask
Cleaning methods for spills:	Use personal protective equipment (eyes, skin and inhalation, see Section 8). Use dry methods (vacuuming, sweeping) to collect spilled materials. Avoid generating dust. For large spills, evacuate area downwind of clean-up area operations to minimize dust exposure. For small spills, store spilled materials in dry, sealed plastic or metal containers. Dust residue on surfaces may be washed with water.
Precautions for the protection of the environment:	May not be released into surface waters without controls (increases pH)
Waste Disposal:	Dispose according to federal, provincial/state and local environmental regulations

7. HANDLING AND STORAGE

Handling:	In open air or in ventilated places, avoid skin and eye contact, avoid creating airborne dust
Storage:	Store in dry places sheltered from humidity. Keep away from acids and incompatible substances Keep out of reach of children

Product Name:

HIGH CALCIUM QUICKLIME (continued)

8. EXPOSURE CONTROL / PERSONAL PROTECTION

Exposure Limits:	Calcium oxide: 5 mg/m ³ (OSHA); 2 mg/m ³ (ACGIH, O. Reg. 833); Magnesium oxide: 15 mg/m ³ (OSHA); 10 mg/m ³ (ACGIH, O. Reg. 833) Silica (crystalline quartz): 10 mg/m ³ (total dust); 3.3 mg/m ³ (respirable) (OSHA); 0.05 mg/m ³ (respirable - ACGIH); 0.1 mg/m ³ (O. Reg 845)
Engineering Controls:	Use ventilation and dust collection to control exposure to below applicable limits.
Respiratory Protection:	Wear NIOSH N-95 Dust Mask.
Eye Protection:	Eye protection (chemical goggles, safety glasses and/or face shield) should be worn where there is a risk of lime exposure. Contact lenses should not be worn when working with lime products
Hand Protection:	Use clean dry gloves
Skin Protection:	Cover body with suitable clothes (long sleeves shirts and trousers). Use over the ankle waterproof caustic resistant footwear Refer to Ontario Regulation 845: Designated Substance – Silica.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical State:	Solid
Odor & Appearance:	Odorless, white powder
pH:	12.4 in saturated water solution at 25°C
Melting point:	2580°C
Boiling point:	2850°C
Vapor pressure:	Non volatile
Vapor density:	Non volatile
Density:	3.34 g/cc
Solubility:	Reacts with water to produce Ca(OH) ₂ with large amounts of heat. Soluble in acids, glycerin and sugar solutions

10. STABILITY AND REACTIVITY

Stability:	Reacts with water to form Ca(OH) ₂ and heat.
Decomposition temperature:	None
Reactivity:	Reacts with acids to form calcium salts while generating heat. Reacts with carbon dioxide in air to form calcium carbonate.
Conditions to avoid:	Vicinity of incompatible materials
Incompatible materials:	Acids; reactive fluoridated, brominated or phosphorous compounds; aluminum (may form hydrogen gas), reactive powdered metals; organic acid anhydrides; nitro-organic compounds; interhalogenated compounds
Hazardous decomposition products:	None

Product Name:

HIGH CALCIUM QUICKLIME (continued)

11. TOXICOLOGICAL INFORMATION

- Toxicity:** This product is not listed by MSHA, OSHA, or IARC as a carcinogen, but this product may contain crystalline silica, which has been classified by IARC as (Group I) carcinogenic to humans when inhaled in the form of quartz or cristobalite. No reported Carcinogenicity, Reproductive Effects, Teratogenicity or Mutagenicity.
- Exposure Limits:** Refer to Section 8
- Irritancy:** Can cause severe irritation of eyes, skin, respiratory tract and gastrointestinal tract.
- Chronic Exposure:** Inhalation of silica can cause a chronic lung disorder, silicosis.

12. ECOLOGICAL INFORMATION

Alkaline substance that increases pH to a maximum of 12.4 in a saturated water solution at 25°C
Calcium oxide gradually reacts with CO₂ in air to form calcium carbonate (CaCO₃)
Calcium carbonate is ecologically neutral
Uncontrolled spillage in surface waters should be avoided since the increase pH could be detrimental to fish
Harmful to aquatic life in high concentration

13. DISPOSAL CONSIDERATIONS

Dispose according to federal, provincial/state and local environmental regulations.

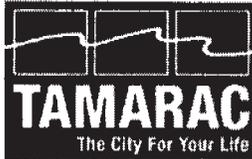
14. TRANSPORTATION INFORMATION

- | | | |
|------------------------|-----|--------------------------------------|
| Classification: | TDG | Not listed for ground transportation |
| | HMR | Not listed for ground transportation |

TDG: Transportation of Dangerous Goods Regulation (CAN)
HMR: Hazardous Materials Regulation (USA)

Product Name:	HIGH CALCIUM QUICKLIME (continued)
15. REGULATORY INFORMATION	
Symbol: Risk Phases: Safety Phases: CPR (Canada):	<u>WHMIS RATING</u> D2A, E <u>NFPA RATING</u> HEALTH - 3 SPECIFIC HAZARD - ALK FLASH POINTS - 0 REACTIVITY - 1 <u>HMIS RATING</u> HEALTH - 2 SPECIFIC HAZARD - ALK FLASH POINTS - 0 REACTIVITY - 1 Risk of serious damage to the eyes Keep out of reach of children Keep storage container away from humidity Avoid contact with skin and eyes. In case of contact with eyes, rinse immediately with water for at least 15 minutes This product has been classified in accordance with the hazard criteria of the Controlled Products Regulation (CPR) of Canada and this MSDS contains all information required by the CPR.
16. MISCELLANEOUS OTHER INFORMATION	
Lime dust can be removed from objects (such as vehicles) using rags dampened with dilute vinegar. After applying dilute vinegar, vehicles (especially chrome surfaces) must be washed with water.	

The information contained herein is believed to be accurate and reliable as of the date hereof. However, Carmeuse makes no representation, warranty or guarantee as to results or as to the information's accuracy, reliability or completeness. Carmeuse has no liability for any loss or damage that may result from use of the information. Each user is responsible to review this information, satisfy itself as to the information's suitability and completeness, and circulate the information to its employees, customers and other appropriate third parties.



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321

"Committed to Excellence...Always"

ADDENDUM NO. 1

REQUEST FOR PROPOSAL 11-25B

FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

DATE OF ADDENDUM: JULY 14, 2011

TO ALL PROSPECTIVE PROPOSERS:

The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for Invitation for Bid # 11-25B, **FURNISH, DELIVER AND DISCHARGE OF QUICKLIME**.

1. Technical Specifications, Section C "Residue after Slaking" should be changed to read as follows:

(C) Residue After Slaking

Residue shall not be more than 2% by weight on 30-400 mesh sieve.

2. Please change the BID OPENING Time and Date to the following:

July 26, 2011 at 2:00 P.M. EDT

All other terms, conditions and specifications remain unchanged for Bid # 11-25B.

Please acknowledge receipt of this Addendum No. 1, by returning it and/or acknowledging it in your proposal.

Sincerely,

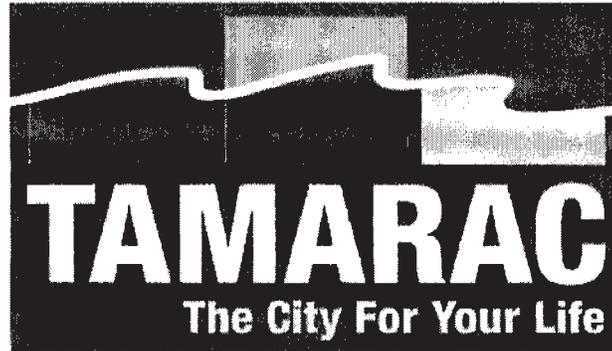
Keith K. Glatz, CPPO, FCPM
Purchasing & Contracts Manager

COMPANY: Carmeuse Lime & Stone

NAME:

Bruce D. Routhieaux, V.P., Sales

INVITATION FOR BID

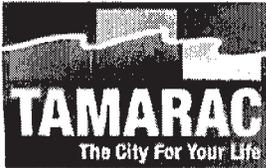


BID 11-25B

FURNISH, DELIVER & DISCHARGE OF QUICKLIME

Issued on behalf of
the Utilities Department

City of Tamarac
Purchasing & Contracts Division
7525 NW 88th Avenue
Room 108
Tamarac, Florida 33321-2401
(954) 597-3570

**SUBMIT BID TO:**

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

**INVITATION FOR BID
Bidder Acknowledgement**

BID NO.: **11-25B**
BID TITLE: **Furnish, Deliver and Discharge of Quicklime**
BID OPENING DATE/TIME: **July 21, 2011 at 2:00 P.M. EDT**
BUYER NAME: **Keith K. Glatz, CPPO**
BUYER PHONE: **954-597-3567**
BUYER EMAIL: **keithg@tamarac.org**
PRE-BID CONFERENCE/SITE INSPECTION: **Not Applicable to this bid.**
BONDING: **Not required for this bid.**

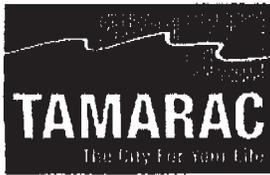
GENERAL CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF TAMARAC. THE CITY OF TAMARAC MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR BID BY INDICATING SUCH CHANGE IN THE INSTRUCTIONS TO BIDDERS, IN THE SPECIAL CONDITIONS OF THE BID, OR IN THE SPECIFICATIONS/STATEMENT OF WORK. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THESE GENERAL CONDITIONS SHALL PREVAIL OVER THESE GENERAL CONDITIONS AND ANY CONFLICTING PROVISION WITHIN ANY VENDOR'S STANDARD TERMS AND CONDITIONS REGARDLESS OF ANY LANGUAGE IN VENDOR'S DOCUMENTATION TO THE CONTRARY.

SEALED BIDS

THIS FORM SHOULD BE EXECUTED AND SUBMITTED WITH ALL Bid FORMS IN A SEALED ENVELOPE. THE FACE OF THE ENVELOPE SHALL CONTAIN THE ABOVE ADDRESS, THE BID NUMBER AND THE BID TITLE. BIDS NOT SUBMITTED ON THE ATTACHED BID FORM MAY BE DEEMED NON-RESPONSIVE. ALL BIDS ARE SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THOSE BIDS THAT DO NOT COMPLY WITH THESE CONDITIONS MAY BE DEEMED NON-RESPONSIVE.

BIDDER COMPANY NAME: Carmeuse Lime & Stone
COMPANY ADDRESS: 11 Stanwix Street, 21st Floor, Pittsburgh, PA 15222
COMPANY PHONE: (412)-995-5500
NAME OF AUTHORIZED AGENT: Bruce D. Routhieaux
TITLE OF AUTHORIZED AGENT: Vice President, Sales
AUTHORIZED AGENT EMAIL ADDRESS: salesinfo@carmeusena.com
BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: 25-1254420
SIGNATURE OF AUTHORIZED AGENT: *Bruce D. Routhieaux*



SUBMIT BID TO:

CITY OF TAMARAC
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7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

Our Vision and Mission

Our Vision: The City of Tamarac, our community of choice – leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

*Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference*

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

INTRODUCTION

It is the intent of the City to award this bid to the lowest responsible and responsive Bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated, whichever is in the best interest of the City.

This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "Purchasing Procedures", Section 6-141 et seq.

It is the intent of the City to award this bid to the lowest responsible and responsive Bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated, whichever is in the best interest of the City.

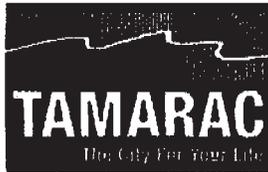
This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "Purchasing Procedures", Section 6-141 et seq.

GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Bidders. Any and all special conditions in this IFB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1. SUBMISSION OF THE BID

The Bidder is directed to deliver sealed bids to the City of Tamarac, Purchasing Division, 7525 N. W. 88th Avenue, Room 106, Tamarac, Florida 33321, no later than the date and time specified on the cover page of this solicitation document. At this time the bids will be opened, the names of all Bidders will be announced and all bids shall



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
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954-597-3570

become a matter of public record. All Bidders and their representatives are invited to attend. The Bidder must show the bid number, bid name, time and date of the bid opening on the outside of the sealed bid package. Delivery of the sealed bids to the Purchasing Office on or before the above date is solely and strictly the responsibility of the Bidder. Late bids will be returned unopened to the Bidder.

It is the Bidder's responsibility to read and understand the requirements of this bid. Unless otherwise specified, the Bidder must use the bid form furnished in the bid document. The Bidder is requested to submit one (1) original and two (2) copies of the bid. The original bid must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature. All bid forms must be typewritten or completed in ink. The Bidder must initial any erasures or corrections in ink. All bids shall be submitted in the English language. All prices, terms and conditions quoted in the submitted bid shall be expressed in U.S. Dollars, and will be firm for acceptance for sixty (60) calendar days from the date of the bid opening unless otherwise stated by the City.

The Bidder preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Bidder shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation.

2. WITHDRAWAL OF BID

Any Bidder may withdraw its bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Purchasing Office.

3. PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any 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 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 Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

4. NON-COLLUSIVE AFFIDAVIT

Each Contractor shall complete the Non-Collusive Affidavit Form and shall submit this form with the bid/proposal. The City considers the failure of the Contractor to submit this document to be a major irregularity, and may be cause for rejection of the Proposal.

5. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Bidders shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

6. QUANTITIES

Quantities shown are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City.

7. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

Firm Pricing: Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net



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cost for bid evaluation.

Prompt Payment Discounts: Bidders are encouraged to provide prompt payment terms in the space provided on the Bid Form. If no payment discount is offered, the Bidder shall enter zero (0) for the percentage discount to indicate net 30 days. If the Bidder does not enter a percentage discount, it is understood and agreed that the payment terms shall be 2% 10 days, net 30 days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act, F.S. Chapter 218*.

Payments by Electronic Funds Transfer: For City of Tamarac purchases, vendors must be able to accept and receive payments by direct deposit via electronic funds transfer instead of by paper check. Vendors are strongly encouraged to register to receive all payments by direct deposit. Access the City of Tamarac web-site at <http://www.tamarac.org/city-departments/financial-services/purchasing/register-for-direct-deposit-payment.aspx> for more information. This requirement may differ for other governmental entities using this contract.

8. DELIVERY

All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges shall be included in the bid price. Alternatively, the bidder may list the unit price for material to be supplied, and a separate cost for freight. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

9. SPECIFICATION COMPLIANCE

The Bidder may offer any product which meets or exceeds the specifications for any item(s). Bidder shall submit complete descriptive specifications with the bid. The burden of proof for specification compliance is solely on the Bidder. The City reserves the right to be the sole judge of what is equal and acceptable. Failure to provide this information within three (3) business days of the City's request may be grounds for bid

disqualification. If Bidder fails to take exception to the specification requirements, it will be assumed that the Bidder has submitted a bid which conforms in all aspects to the requirements of the bid document, and that the Bidder intends to furnish goods identical to the bid standard.

10. SAMPLES AND DEMONSTRATIONS

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven days of the request unless otherwise stated in the bid. Each sample must be marked with the Bidder's name, and the type of product provided. The City will not be responsible for returning samples. The City may require testing of the product by an independent laboratory at the City's expense, however, in the event that a sample product fails to meet the specifications included herein, the City reserves the right to require the Bidder to bear the cost of the testing.

11. BACKGROUND INVESTIGATION

As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Bidder's officers and/or employees, by the Broward County Sheriff's Office. Bidder's submission of a bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

12. CONDITIONS OF MATERIALS

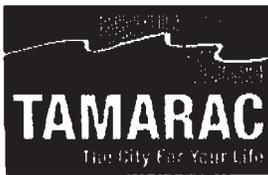
All materials and products supplied by the Bidder in conjunction with this bid shall conform to the specifications; the City reserves the right to return the product to the Bidder at no cost to the City.

13. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

14. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to



SUBMIT BID TO:

**CITY OF TAMARAC
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the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

15. PERFORMANCE

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the bid award, notwithstanding any additional requirements enumerated in the Special conditions herein. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

16. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

17. TERMINATION

a. DEFAULT: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

b. TERMINATION FOR CONVENIENCE OF CITY: The final Agreement may be terminated by the City for convenience, upon thirty (30) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for conforming products delivered to the City prior to termination date, including services reasonably related to

termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. FUNDING OUT: This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

18. ASSIGNMENT

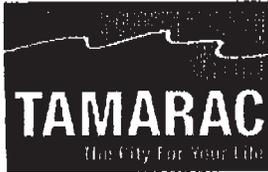
The Bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City. Any award issued pursuant to this bid and monies that may become due hereunder are not assignable except with prior written approval of the City.

19. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

20. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, Religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by



SUBMIT BID TO:

**CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570**

the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

21. TAXES

The City of Tamarac and all members of the Southeast Florida Government Purchasing Cooperative are exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

22. OMISSION OF DETAILS

Omission of any essential details from these specifications will not relieve the Bidder of supplying such product(s) as specified.

23. INSURANCE REQUIREMENTS

Bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Bidder shall maintain such insurance in full force and effect during the life of this Agreement. Bidder shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Bidder shall indemnify and save the City harmless from any damage resulting to it for failure of either Bidder or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

Line of Business/ Coverage	Occurrence	Aggregate
Commercial General Liability	\$1,000,000	\$1,000,000

Including:

- Premises/Operations
- Contractual Liability
- Personal Injury
- Explosion, Collapse, Underground Hazard
- Products/Completed Operations
- Broad Form Property Damage
- Cross Liability and Severability of Interest Clause

Automobile Liability	\$1,000,000	\$1,000,000
Workers' Compensation & Employer's Liability		Statutory

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability Insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability Insurance.



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24. INDEMNIFICATION

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Bidder or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

25. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it

will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

26. CLARIFICATION & ADDENDA

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this bid, the Special Conditions and/or the Detailed Specifications shall prevail.

The Bidder shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Bidder shall contact the Purchasing Office immediately. Any inquiries, suggestions, requests concerning clarification, or requests for additional information shall be submitted in writing to the Purchasing and Contracts Manager.

The City of Tamarac reserves the right to amend this bid prior to the Bid opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

27. BID TABULATION

Bidders may download the bid tabulation directly from the Internet at <http://www.tamarac.org>. The City does not notify unsuccessful Bidders of contract awards.

Pursuant to Florida Statute Chapter 119, Section 7(m), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §120.57(3)(a), or within 10 days after bid/proposal opening, whichever is earlier.



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28. RECORDS/AUDITS

The Contractor shall maintain during the term of the contract all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

29. UNBALANCED BIDS

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, such bid may be rejected.

30. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of Bid Prices or Price Proposal Form, the unit prices shall prevail.

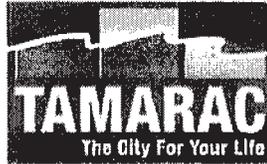
31. VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

32. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Bidders shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Bidders shall note any deviation or variance with the Form Agreement document at the time of bid submission.

**PURCHASING AND
CONTRACTS DIVISION**



**INVITATION FOR BID
IFB 11-25B**

Sealed bids, addressed to the Purchasing and Contracts Manager of the City of Tamarac, Broward County, Florida, will be received in the Purchasing Office, 7525 NW 88th Avenue, Tamarac, Florida 33321-2401 until **Thursday, July 21, 2011 at 2:00 p.m. EDT (Purchasing Office time stamp is considered official time)**, at which time bids will be publicly opened and announced for:

FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

The attached Invitation to Bid represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative. The governmental agencies participating in this procurement and their respective delivery locations are listed in the attached document.

Sealed Proposals must be received and time stamped in the Purchasing Office, either by mail or hand delivery, **on or before the date and time referenced above**. Any Proposals received **after 2:00 p.m.** on said date will **not** be accepted under **any** circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer. Official time will be measured by the time stamp in the Purchasing Office.

City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interests of the City.

Proposal documents may be obtained from the Purchasing Office or via the Internet at <http://www.tamarac.org>. For inquiries, contact the Purchasing Office at (954) 597-3570.

Sincerely,

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

Keith K. Glatz, CPPO, FCPM
Purchasing & Contracts Manager

Publish in Sun Sentinel July 06, 2011 and July 13, 2011

"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



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

Cooperative Purchasing:

The Invitation for Bid represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in the particular procurement and their respective delivery locations are listed in the document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- Each participating governmental entity will be responsible for awarding a contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- THE CONTRACTOR(S) SHALL FURNISH THE LEAD AGENCY A DETAILED SUMMARY OF SALES SEMI-ANNUALLY DURING THE CONTRACT PERIOD. SALES SUMMARY SHALL INCLUDE CONTRACT NUMBER(S), CONTRACTOR'S NAME, THE TOTAL OF EACH COMMODITY SOLD DURING THE REPORTING PERIOD AND THE TOTAL DOLLAR AMOUNT OF PURCHASES BY COMMODITY.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"



Below is a list of the agencies participating in this bid and their respective delivery locations:

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE
Broward County Dist. 1	3701 N State Road 7	Lauderdale Lakes 33319	W. Ruffin	954/831-4128
Broward County Dist. 2	1390 NE 51 St.	Pompano Beach 33064	K. Stamand	954/831-4121
City of Coral Springs	3800 NW 86th Avenue	Coral Springs 33085	Roxanne Sookdeo	954/344-1103
City of Dania Beach	1201 Stirling Road	Dania Beach 33004	James Baker	954/824-3874
Town of Davie	3500 NW 78th Avenue (S4S III)	Davie 33314	Nell Buckeridge	954/327-3748
Town of Davie	3780 SW 64th Avenue (S4S I)	Davie 33314	Nell Buckeridge	954/327-3748
City of Deerfield Beach	280 Godsby Blvd.	Deerfield Beach 33442	Jim Bennett	954/480-4370
City of Fort Lauderdale	949 NW 35 th Street	Ft. Lauderdale 33309	Rick Johnson	954/828-7885
City of Hallandale Beach	215 NW 6th Avenue	Hallandale 33009	Hal Elsasser	954/457-1832
City of Hollywood	3441 Hollywood Blvd.	Hollywood 33020	Carlos Aguilera	954/867-4230
City of Lauderhill	2101 NW 49th Avenue	Lauderhill 33313	Afeworki Ghebrehwet	954/730-2972
City Of Margate	980 NW 88 Ave.	Margate 33083	Rick Van Acker	954/872-0828
City Of Miramar	2600 SW 66 th Terrace	Miramar 33023	Bill Knee	954/805-7773
City of North Miami	12098 NW 11 Ave.	North Miami 33168	Wiesler Pierre-Louis	305/895-9834
City of North Miami Beach	19150 NW 8 th Ave	North Miami Beach 33162	Pat Mitchell	305/880-0000
City Of Pembroke Pines	7960 Johnson Street	Pembroke Pines 33026	Michael E. Ponce	954/886-5011
City of Pompano Beach	301 NE 12 th Street	Pompano Beach 33060	Leeta Hardin	954/786-4098
City of Sunrise	4360 Springtree Drive	Sunrise 33351	Jim Dolan	954/572-2424
City of Sunrise	15450 Studdemill Road	Davie 33331	Dan Buchta	954/434-8800
City of Tamarac	7803 NW 61st Street	Tamarac 33321	John Fletcher	954/897-3777
U.S. Water (City of North Lauderdale)	841 NW 71 Avenue	North Lauderdale	Gene Riley	954/722-0900
Village of Wellington (Pebble)	1100 Wellington Trace	Wellington 33414	Sean McFarland	561/791-2465
Village of Wellington (Granular)	1100 Wellington Trace	Wellington 33414	Bryan Gayoso	561/791-4039

SPECIAL CONDITIONS
BID 11-26B
FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

1. PURPOSE OF BID

The City of Tamarac is hereby requesting Bids, from qualified bidders, to supply quicklime per the conditions and specifications contained in this document. The contract term shall be for an initial period of three (3) years, beginning November 1, 2011. The City reserves the right to renew the contract for three (3) additional one (1) year periods, providing all parties agree to the extension and renewal terms.

This is a Cooperative Invitation to Bid issued by the City of Tamarac on behalf of the participating governmental entities, referenced within this bid document. All quantities given are estimates of annual usage and may be increased or decreased to meet the requirements of each participant. No warranty is given or implied as to the exact quantities that will be used during the term of this contract.

2. CONSIDERATION FOR AWARD

The City reserves the right to consider a Bidders history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a bidder not responsible if the history of violations warrants such determination. A complete history of all citations, violations, notices or dispositions shall be submitted with bid. The non-submission of any such documentation shall be deemed an affirmation by the Bidder that there are no citations or violations. Bidder shall notify the City immediately of any citation or violation received after the Bid opening date and during the time of performance of any contract awarded to Bidder.

Other considerations for award include:

- A. The ability and capacity of the Bidder to perform the requirements of the bid.
- B. The availability and quality of the Bidder's product to the required use.

3. PRICING

Prices quoted shall be F.O.B. destination, according to the rate in effect on the date set forth in the proposal and shall include all fuel surcharges and demurrage charges.

- A. Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the initial contract period from November 1, 2011 through December 31, 2011. Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 3.C, "Escalation / De-escalation" shown herein.
- B. In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter.

No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average Index may be found at: http://onto.eia.doe.gov/ccc/info/wohdp/diesel_detail_report_combined.asp

C. Escalation/De-escalation:

1. The City will accept price adjustments on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase, and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices.
2. Rail and Truck freight charges and changes for transfer costs require written verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2011, subject to change in accordance with the schedule provided in Section 3.C.1 herein.
3. The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Special Conditions Section 3.B "Pricing", herein and utilizing Appendix B to this bid. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.
4. Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.

4. BASIS FOR ADJUSTMENT OR REJECTION

The City reserves the right to reject, at the Bidder's expense, any shipment that fails to meet the specifications listed herein. The Bidder shall be given twenty-four (24) hours after failure notification to arrange for independent laboratory analysis of one (1) of the retained samples from said shipment.

5. DAMAGE TO EQUIPMENT

If it is determined that the Bidder has shipped a product other than that specified, resulting in equipment damage, the Bidder shall assume full responsibility for the cost of repairs.

6. DELIVERY

Bidder shall be capable of and agree to the following:

- A. Delivery 24-hours per day, seven days per week.
- B. Furnish a weight certification with each shipment. Certificate shall indicate gross, tare and net weights.
- C. Provide a physical and chemical analysis with each delivery. The analysis shall be certified and performed by a reputable testing laboratory. A one (1) pound airtight sample must accompany each shipment.
- D. Deliver to the designated facilities and discharge product pneumatically into the specified storage tank.
- E. The risk of loss, injury or destruction, regardless of the cause, shall be on the Bidder until the delivery of goods to the designated City or agency location. Title to the goods shall pass to the City or agency upon delivery and acceptance.

7. INVOICING

Invoice shall indicate Purchase Order number, Unit price, extension, total billed and any allowable cash discounts.

8. INSURANCE

Bidders shall submit copies of their current insurance certificates with the bid. Failure to do so may cause rejection of the Bid.

9. REGULATORY COMPLIANCE

The Bidder shall submit a statement that the product or chemicals added to the drinking water conforms to the National Sanitation Foundation (NSF) Standard 60 (or referenced alternative standards).

10. SECURITY

The awarded Contractor shall be required to complete the "Contractor Pass Request Form" (See attached Exhibit A), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter. Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.

All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.

Vendor shall ensure that only authorized vendor employees and/or authorized City personnel shall have access to Vendor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Vendor shall not admit any unauthorized personnel onto any work site. Vendor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.

Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

The awarded Contractor shall be held responsible for complying with these procedures.



**TECHNICAL SPECIFICATIONS
BID NO. 11-25B
FURNISH, DELIVER AND DISCHARGE OF QUICKLIME**

Type 1: Pebble lime, bulk must be in accordance with Standard American Water Works Specifications B-202-02. The following requirements and testing procedures are applicable.

- (A) **Slaking Rate**
Minimum temperature rise after three (3) minutes slaking time shall be 40 degrees Centigrade.
- (B) **Calcium Oxide (CaO) Content**
Shall contain a minimum of 92% free lime.
- (C) **Residue After Slaking**
Residue shall not be more than 2% by weight on 100 mesh sieve.
- (D) **Sampling Procedure**
1. Approximately 10 pounds of lime shall be taken by random sampling during the time that each shipment is being unloaded. Material is to be immediately placed in airtight containers to minimize contact with air. This ten-pound sample shall be used for testing.
 2. The sample will be quartered and each of the four (4) quarters shall be placed in airtight containers. One quarter (1/4) will be used by the City's laboratory for analysis. Two quarters (2/4) will be set aside for use by the Bidder and a referee laboratory in the event of a dispute. City will use the final quarter in the event of a dispute.
- (E) **Testing Procedures**
1. **Slaking Rate**
As covered in AWWA Specifications, B-202-02, Section 5.4.
 2. **Calcium Oxide**
As covered in AWWA Specifications, B-202-02, Section 5.3.2.
 3. **Residue After Slaking**
As covered in AWWA Specifications, B-202-02, Section 5.5.
- (F) **Two Pebble Sizes Required (Agency to specify)**
1. Pebble size shall be between 1/8" and 3/8".
Pebble size shall be between 3/8" and 1/2".



Type 2. Hi-Cal, Granular lime, bulk. The following requirements and testing procedures are applicable.

(A) **Reactivity:**

Reactivity per ASTM C-110: 30 Second Reactivity: 20 degrees Centigrade average. Three (3) minute reactivity: shall be 40 degrees Centigrade.

(B) **Calcium Oxide (CaO) Content**

Shall contain a minimum of 92% free lime total, and a minimum of 87% available CaO, per ASTM C-25 method.

(C) **Sizing:**

Granular product U.S. sieves size 0" x 1/8". Bulk density average of 63 lb. per cubic foot.

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**BID FORM
FURNISH, DELIVER AND DISCHARGE OF QUICKLIME
BID NO. 11-25B**

Submitted by: Carmeuse Lime & Stone July 21, 2011
(Bidder) (Date)

THIS BID SUBMITTED TO:
City of Tamarac
Purchasing and Contracts Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this bid.
2. This bid will remain subject to acceptance for ninety (90) days after the day of bid opening. Bidder will sign and submit an agreement with the necessary documents required by the City within fifteen (15) days prior to the date of the City's Award.
 - a) Bidder has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - b) Bidder has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the City is acceptable to Bidder.
 - c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.
3. Bidder will complete the Work for the prices shown in the "Bid Form".
4. Bidder agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.



**BID FORM
 BID NO. 11-25B
 (continued)**

We propose to furnish the following in conformity with the specifications. The bid prices quoted are certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents. Rail and Truck fuel surcharges are not included on the spreadsheet below, and will be invoiced as separate line items per the requirements outlined in Section 3, "Pricing" of the Special Conditions herein. To assure continuity of supply, it is the intent of the City to award this bid to the lowest responsible and responsive bidder. The City reserves the right to award the bid on a split order basis, lump sum (preferred) or individual item basis unless otherwise stated.

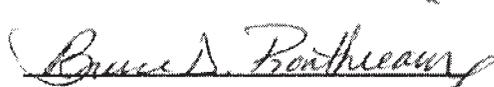
AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PEBBLE SIZE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
TYPE 1 – Pebble Lime				\$200.00	\$80.93	\$280.93
Broward County Dist. 1	3701 N State Road 7	2,600	1/8 – 3/8	\$200.00	\$80.93	\$280.93
Broward County Dist. 2	1390 NE 51 St.	4,800	1/8 – 3/8	\$200.00	\$80.93	\$280.93
City of Coral Springs (1)	3800 NW 85th Avenue, Coral Springs	2,000	1/8 – 3/8	\$200.00	\$80.93	\$280.93
City of Dania Beach	1201 Stirling Road, Dania Beach	637	1/8 – 3/8	\$150.00	\$80.21	\$230.21
Town of Davie	3500 NW 76th Avenue, Davie	766.5	1/8 – 3/8	\$200.00	\$80.93	\$280.93
Town of Davie	3790 SW 64th Avenue, Davie	465.4	1/8 – 3/8	\$200.00	\$80.93	\$280.93
City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1524	1/8 – 3/8	\$200.00	\$80.93	\$280.93
City of Deerfield Beach	150 NE 2 nd Ave.	102	1/8 – 3/8	\$200.00	\$80.93	\$280.93
City of Fort Lauderdale	949 NW 38 th St., Ft. Lauderdale	11,500	1/8 – 3/8	\$200.00	\$80.93	\$280.93
City of Hallandale (2)	215 NW 6th Avenue, Hallandale	2,176	1/8 - 1/2	\$200.00	\$80.93	\$280.93
City of Hollywood	3441 Hollywood Blvd., Hollywood	2,482	1/8 – 3/8	\$200.00	\$80.93	\$280.93
City of Lauderdale Hill	2001 NW 49th Avenue, Lauderdale Hill	1,570	3/8 – 1/2	\$200.00	\$80.93	\$280.93
City Of Margate	980 NW 66 th Ave, Margate	2,600	1/8 – 1/2	\$200.00	\$80.93	\$280.93
City Of Miramar	2600 SW 66 th Terrace, Miramar	1,000	1/8 – 3/8	\$200.00	\$80.93	\$280.93
City of North Miami	12098 NW 11 th Ave, North Miami	1,440	1/8–3/8	\$200.00	\$80.93	\$280.93
City of North Miami Beach	19150 NW 8 th Ave, Miami Gardens	2,500	1/8–1/2	\$200.00	\$80.93	\$280.93
City Of Pembroke Pines	7980 Johnson Street, Pembroke Pines	4,600	1/8 – 3/8	\$200.00	\$80.93	\$280.93
City of Pompano Beach	301 NE 12th Street, Pompano Beach	2,500	1/8 – 3/8	\$200.00	\$80.93	\$280.93
City of Sunrise	4350 Springtree Drive, Sunrise	3,600	1/8 – 3/8	\$200.00	\$80.93	\$280.93
City of Sunrise	15400 Sludge Mill Road, Davie	360	1/8 – 3/8	\$200.00	\$80.93	\$280.93
City of Tamarac	7803 NW 61st Street, Tamarac	1,350	1/8 – 3/8	\$200.00	\$80.93	\$280.93
U.S. Water (City of North Lauderdale)	841 NW 71 st Avenue, North Lauderdale	650	1/8 – 3/8	\$200.00	\$80.93	\$280.93
Village of Wellington	1100 Wellington Terrace, Wellington	1,176	1/8 – 3/8	\$200.00	\$80.93	\$280.93
TYPE 2 -- HI CAL Granular (3)						
City of Hollywood	Wastewater, 1621 N14th Ave, Hollywood	5,400	Granular	\$150.00	\$80.21	\$230.21
Village of Wellington	1100 Wellington Terrace, Wellington	240	Granular	\$200.00	\$80.93	\$280.93
Total Annual Tonnage		57,838				



Delivery Location Special Conditions:

- (1) Coral Springs – Must deliver between 8:00AM and 4:00PM Monday to Friday ONLY.
- (2) Hallandale Beach – Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.
- (3) Hollywood – Wastewater Plant – and Village of Wellington Utilizes Hi-Cal Granular Quicklime (Type 2). (See specification for Hi-Cal Granular herein.)



Authorized Signature

Authorized Signature
Bruce D. Routhieaux, V.P., Sales
Typed/Printed Name



**BID FORM
FURNISH, DELIVER AND DISCHARGE OF QUICKLIME
BID NO. 11-25B
Continued**

Bidder's Name: Carmeuse Lime & Stone

NOTE: Bid submittals without the manual signature of an authorized agent of the Bidder shall be deemed non-responsive and ineligible for award.

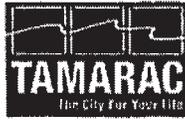
TERMS: 0 % DAYS: Net 30 days

Delivery/completion: 2 (two) calendar days after receipt of Purchase Order

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Please indicate reason(s) why a Bid Proposal is not being submitted at this time. Return the Bid Form to avoid removal of Bidder from the City of Tamarac's vendor listing.

N/A



REFERENCES

Please list government agencies and/or private firms with whom you have done business who utilized a similar scope of services to the City of Tamarac requirements during the past five years:

Your Company Name Carmeuse Lime & Stone
Address 11 Stanwix Street, 21st Floor
City State Zip Pittsburgh, PA 15222

Agency/Firm Name: ** PLEASE SEE ATTACHED LIST OF RERERENCES **
Address
City State Zip
Phone/Fax
Contact Name

Agency/Firm Name:
Address
City State Zip
Phone/Fax
Contact Name

Agency/Firm Name:
Address
City State Zip
Phone/Fax
Contact Name

Agency/Firm Name:
Address
City State Zip
Phone/Fax
Contact Name

Agency/Firm Name:
Address
City State Zip
Phone/Fax
Contact Name

BBR

Carmeuse Lime & Stone, Inc.
Southern Sales Region
Longview Operation, (Saginaw, AL)

List of References: Updated February 2011 for Quicklime.

Agency/Firm Name	Henry County Water Authority
Address	1695 Highway 20W
City, State, ZIP	McDonough, GA - 30253
Contact Name	Andy Young, Purchasing
Phone/Fax	770-957-6659
Term of Contract	Yearly supply of quicklime

Agency/Firm Name	City of Tampa
Address	306 E. Jackson Street, 2E
City, State, ZIP	Tampa, FL 32222
Contact Name	Sharon Hartman, Purchasing
Phone/Fax	813-274-8351
Term of Contract	Yearly supply of quicklime

Agency/Firm Name	Miami Dade Water
Address	111 N.W. 1st Street
City, State, ZIP	Miami, FL - 33128
Contact Name	Herman Ramsey - Purchasing Agent
Phone/Fax	305-275-3180
Term of Contract	Yearly supply of quicklime

Agency/Firm Name	City of Boca Raton
Address	201 West Palmetto Park Rd.
City, State, ZIP	Boca Raton, FL - 33432
Contact Name	Greg Essen - Plant Manager
Phone/Fax	561-338-7324
Term of Contract	Yearly supply of quicklime

Agency/Firm Name	Tampa Bay Water
Address	2575 Enterprise Road
City, State, ZIP	Clearwater, FL 33763
Contact Name	Tommy Brown, Senior Contracts Manager
Phone/Fax	813-929-4527
Term of Contract	Yearly supply of quicklime

CERTIFICATION

THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation for Bid, and also agrees that products and/or equipment to be delivered which fail to meet bid specifications will be rejected by the City within thirty (30) days of delivery at no charge to the City. Replacement by the bidder shall be made within thirty (30) days of the rejection of any products.

Furthermore, the undersigned declares to have specific and legal authorization to obligate their firm to the terms of this bid,

SUBMITTED TO: City of Tamarac
Purchasing and Contracts Manager
7525 NW 88th Avenue
Tamarac, Florida 33321

Indicate which type of organization below:

INDIVIDUAL PARTNERSHIP CORPORATION OTHER

If "Other", Explain: _____

Bruce D. Routhieaux
Authorized Signature

Carmeuse Lime & Stone
Company Name

Bruce D. Routhieaux, V.P., Sales
Typed/Printed Name

** PLEASE SEE ATTACHED CORPORATE RESOLUTION **

BIDDER'S QUALIFICATION STATEMENT

Please provide the following information as a part of your bid submittal. Failure to provide the information requested, or failure to provide accurate and correct information may result in the rejection of your bid.

Name of Company Carmeuse Lime & Stone
Address 11 Stanwix Street, 21st Floor
City State Zip Pittsburgh, PA 15222
Telephone (412)-995-5500
Fax Number (412)-995-5515

1. How many years has your organization been in business under its present name?
5 Years (Corporate name changed in 2006... see below.)
2. If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: N/A
3. Under what former name(s) has your business operated?:
Dravo Equipment Company (Incorporated in 1970)

List former address(es) of that business (if any):

N/A

4. Are you Certified? Yes No If Yes, attach copy of Certification
5. Are you Licensed? Yes No If Yes, attach copy of License
6. Has your company ever declared bankruptcy? Yes No

If Yes, explain: _____

7. Are you a Sales Representative Distributor Broker or Manufacturer of the commodities/services bid upon?
8. Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? Yes No If yes, explain: (date, service/project, bid title etc.)
Current supplier- supplying since November 1, 2006

9. Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes No If yes, explain: _____

10. Have you ever been debarred or suspended from doing business with any governmental entity? Yes No If yes, explain: _____

CERTIFIED RESOLUTION

I, Kevin J. Whyte (Name), the duly elected Secretary of Carmeuse Lime & Stone (Corporate Title), a corporation organized and existing under the laws of the State of Delaware, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT Bruce D. Routhieaux (Name)", the duly elected Vice President of Sales (Title of Officer) of Carmeuse Lime & Stone (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
<u>Bruce D. Routhieaux</u>	<u>Vice President, Sales</u>	<u>Bruce D. Routhieaux</u>
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this 21st day of July, 20 11.

(SEAL)
Secretary

By: Kevin J. Whyte
Kevin J. Whyte

Corporate Title Secretary

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

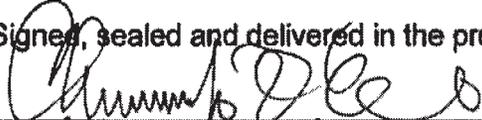
NON-COLLUSIVE AFFIDAVIT

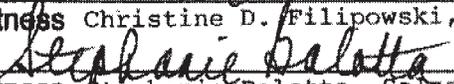
State of Pennsylvania)
) ss.
County of Allegheny)

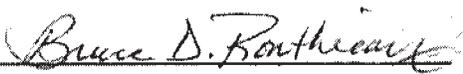
Bruce D. Routhieaux BEING FIRST DULY SWORN,
DEPOSES AND SAYS THAT:

1. He/she is the Vice President, Sales, (Owner, Partner, Officer, Representative or Agent) of Carmeuse Lime & Stone, the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:


Witness Christine D. Filipowski, Sales Admin.


Witness Stephanie Balotta, Sales Admin.

By 

Bruce D. Routhieaux
Printed Name
Vice President, Sales

Title

**ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT**

State of ~~Florida~~ Pennsylvania
County of Allegheny

On this the 21st day of July, 2011, before me, the undersigned Notary Public of the State of Florida, personally appeared

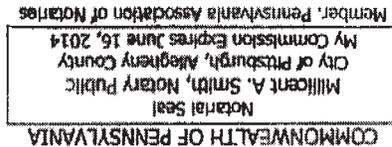
Bruce D. Routhieaux, Vice President, Sales and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:



Millicent A. Smith
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ ^{PA}xx
Pennsylvania

Millicent Smith
(Name of Notary Public; Print,
Stamp or Type as Commissioned)

- Personally known to me, or
 Produced identification:

(Type of Identification Produced)

DID take an oath, or DID NOT take an oath



VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.067, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision 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. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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.

Inform employees about dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, & employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing commodities or contractual svcs., that are under bid a copy of the statement specified in subsection (1).

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 bid, 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 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 each conviction.

Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Bruce D. Routhieaux

Authorized Signature

Bruce D. Routhieaux, V.P., Sales

Carmeuse Lime & Stone

Company Name



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

- 1. This sworn statement is submitted with Bid, Proposal or Contract No. 11-25B
to the City of Tamarac for "Furnish, Deliver and Discharge of Quicklime"
- 2. This sworn statement is submitted by Carmeuse Lime & Stone
(Name of entity submitting sworn statement)

Federal Employer Identification Number (FEIN) 25-1254420

(If the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement:

- 3. My name is Bruce D. Routhieaux
(Print name of individual signing)

My relationship to the entity named above is Vice President of Sales

- 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts led by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

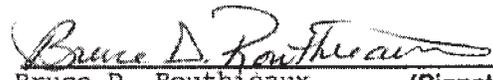
Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity were charged with and convicted of a public entity crime after July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.

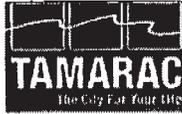
The entity submitting this sworn statement, or one of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH (ONE) ABOVE, IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


Bruce D. Routhieaux (Signature)
Vice President, Sales
July 21, 2011

(Date)



ACKNOWLEDGMENT

State of ~~Florida~~ Pennsylvania

County of Allegheny

On this the 21st day of July, 2011, before me, the undersigned Notary Public of the State of Florida, personally appeared

Bruce D. Routhieaux, Vice President, Sales and

(Name(s) of individual(s) who appeared before notary)

Whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

Millicent A. Smith

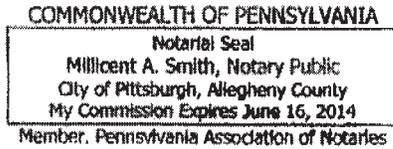
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ ^{PENNSYLVANIA}

NOTARY PUBLIC

SEAL OF OFFICE:

Millicent Smith

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)



- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- DID take an oath, or DID NOT take an oath

APPENDIX B

2011 TRUCK FUEL SURCHARGE SCALE

Truck Fuel Surcharges are a percentage of the truck freight rate for product movement from the bidder's distribution origin to the customer's site. Truck Fuel Surcharges are subject to change quarterly.

- The percentage of the Monthly Truck Fuel Surcharge is computed by determining the Department of Energy's US Average Diesel Price published on the 3rd Monday of the last month of the quarter. DOE Diesel Prices may be found at the following website:
http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp
- Percentages change .5% for every \$0.05 per gallon price change

DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE	DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE
\$1.75	0.00%	\$3.00	13.00%
\$1.80	1.00%	\$3.05	13.50%
\$1.85	1.50%	\$3.10	14.00%
\$1.90	2.00%	\$3.15	14.50%
\$1.95	2.50%	\$3.20	15.00%
\$2.00	3.00%	\$3.25	15.50%
\$2.05	3.50%	\$3.30	16.00%
\$2.10	4.00%	\$3.35	16.50%
\$2.15	4.50%	\$3.40	17.00%
\$2.20	5.00%	\$3.45	17.50%
\$2.25	5.50%	\$3.50	18.00%
\$2.30	6.00%	\$3.55	18.50%
\$2.35	6.50%	\$3.60	19.00%
\$2.40	7.00%	\$3.65	19.50%
\$2.45	7.50%	\$3.70	20.00%
\$2.50	8.00%	\$3.75	20.50%
\$2.55	8.50%	\$3.80	21.00%
\$2.60	9.00%	\$3.85	21.50%
\$2.65	9.50%	\$3.90	22.00%
\$2.70	10.00%	\$3.95	22.50%
\$2.75	10.50%	\$4.00	23.00%
\$2.80	11.00%	\$4.05	23.50%
\$2.85	11.50%	\$4.10	24.00%
\$2.90	12.00%	\$4.15	24.50%
\$2.95	12.50%	\$4.20	25.00%

**SAMPLE FORM AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and _____, a ____ corporation with principal offices located at _____ (the "Contractor") to provide for _____.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 11-25B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Contract Exhibit A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 11-25B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 11-25B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) The Work

- 2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:**
 - 2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 11-25B, "Furnish, Deliver and Discharge Quicklime".**
 - 2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.**
 - 2.1.3 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.**
 - 2.1.4 Contractor shall be required to complete the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 11-25B), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.**
 - 2.1.5 Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency.**

within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.

- 2.1.6 All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.
- 2.1.7 Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.
- 2.1.8 Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3) Insurance

- 3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager Certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Term

The term of this Agreement shall be for an initial three (3) year period, beginning November 1, 2011 through October 31, 2014. The City reserves the right to renew this Agreement for three (3) additional one (1) years periods subject to the Contractor's acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

5) Contract Sum

The Contract Sum for the above work for entities listed in Contract Exhibit A (UNIT PRICING PROVIDED IN BID) shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 11-25B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Contract Exhibit A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Contract Exhibit A, shall be firm for the initial contract period from November 1, 2011 through December 31, 2011, Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein.

- 5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the initial contract period from November 1, 2011 through December 31, 2011. Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 3.C, "Escalation / De-

escalation" shown herein.

- 5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

5.2.2 **Rail Surcharge** – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

5.2.3 **Trucking Surcharge** - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicktime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/ocg/info/wohdp/diesel_detail_report_combined.asp

5.3 **Escalation/De-escalation:**

5.3.1 The City will accept price adjustments on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase, and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices.

5.3.2 Rail and Truck freight charges and changes for transfer costs require written verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2011, subject to change in accordance with the schedule provided in Section 3.C.1 herein.

5.3.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Appendix B to the original bid #11-25B. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.

- 5.3.4 Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.

6) Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 11-26B.

All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7) CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this bid shall conform to the specifications of the bid. The City reserves the right to return the product to the Bidder and require the delivery of new product at no cost to the City.

8) Indemnification

- 8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- 8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
 - ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the Indemnification agreement.
- 8.3 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will

take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

11) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

13) Termination

- 13.1 Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- 13.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14) Uncontrollable Forces

- 14.1** Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 14.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

20) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its duly authorized to execute same.

CITY OF TAMARAC

Pamela Bushnell, Mayor

Date

Michael C. Cernech, City Manager

Date

Approved as to form and legal sufficiency:

City Attorney

Date

Company Name

Signature of President/Owner

Type/Print Name of President/Owner

Date

ATTEST:

Peter M.J. Richardson, CRM, CMC
City Clerk

Date

ATTEST:

Signature of Corporate Secretary

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :
COUNTY OF _____ : SS

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 _____, of _____, a _____ 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 day of _____, 20____.

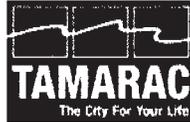
Signature of Notary Public
State of Florida at Large

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.



**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND**

CHEMICAL LIME COMPANY OF ALABAMA, LLC

THIS AGREEMENT is made and entered into this 24 day of August, 2011 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Chemical Lime Company of Alabama, LLC an Alabama Limited Liability corporation with principal offices located at 3700 Hulen Street, Ft. Worth, Texas 76107 (the "Contractor") to furnish, deliver and discharge quicklime for the City of Tamarac, and members of the Southeast Florida Government Purchasing Cooperative.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 11-25B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Contract Exhibit A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 11-25B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 11-25B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 11-25B, "Furnish, Deliver and Discharge Quicklime".

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the

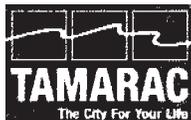


performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

- 2.1.3 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
- 2.1.4 Contractor shall be required to complete the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 11-25B), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.
- 2.1.5 Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.
- 2.1.6 All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.
- 2.1.7 Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.
- 2.1.8 Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3) Insurance

- 3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the



life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager Certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

- 3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Term

The term of this Agreement shall be for an initial three (3) year period, beginning November 1, 2011 through October 31, 2014. The City reserves the right to renew this Agreement for three (3) additional one (1) years periods subject to the Contractor's acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

5) Contract Sum

The Contract Sum for the above work for entities listed in Contract Exhibit A (per the unit pricing provided in Contractor's bid response dated July 26, 2011 which shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 11-25B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Contract Exhibit A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Contract Exhibit A, shall be firm for the initial contract period from November 1, 2011 through December 31, 2011, Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein.

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- 5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

- 5.2.2 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail



carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

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5.3 Escalation/De-escalation:

- 5.3.1 The City will accept price adjustments on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase, and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices.

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5.3.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Appendix B to the original bid #11-25B. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.

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All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

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8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or



personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

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- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

8.3 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

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During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor



under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

11) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12) Notice

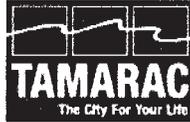
Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308



CONTRACTOR

Chemical Lime Company of Alabama, LLC
3700 Hulen Street
Ft. Worth, TX 76107
Attn: John Thompson, Florida Sales Manager
Telephone No.: (877) 644-9010

13) Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14) Uncontrollable Forces

14.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.



15) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

20) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its Florida Sales Manager duly authorized to execute same.

CITY OF TAMARAC

Pamela Bushnell
Pamela Bushnell, Mayor

8/24/11
Date

[Signature]
Michael C. Cernech, City Manager

8-24-2011
Date

MA
8/5/11

ATTEST:

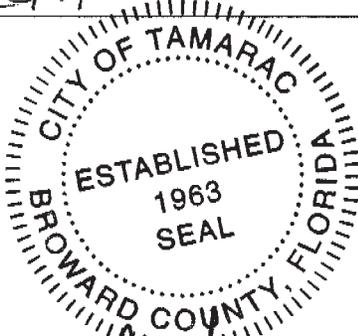
[Signature]
Peter M.J. Richardson, CRM, CMC
City Clerk

8/23/11
Date

Approved as to form and legal sufficiency:

[Signature]
City Attorney

8/23/11
Date



ATTEST:

[Signature]
Signature of Corporate Secretary

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

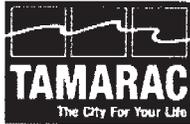
CHEMICAL LIME COMPANY OF ALABAMA, LLC

Company Name
[Signature]
Signature of Florida Sales Manager

John L. Thompson
Florida Sales Manager

08/02/2011
Date

(CORPORATE SEAL)

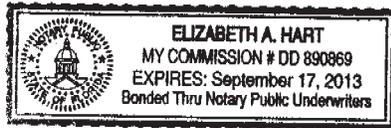


CORPORATE ACKNOWLEDGEMENT

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 L. Thompson, Florida Sales Manager of Chemical Lime Company 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 day of 08/02, 2011.



Elizabeth A. Hart

Signature of Notary Public
State of Florida at Large

Elizabeth A. Hart

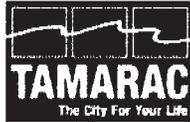
Print, Type or Stamp
Name of Notary Public

Personally known to me or
 Produced Identification

Type of I.D. Produced

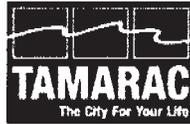
DID take an oath, or

DID NOT take an oath.



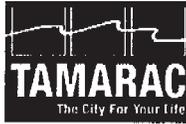
Contract Exhibit A

AGENCY	DELIVERY ADDRESS	EST. ANNUAL USAGE	PEBBLE SIZE
TYPE 1 – Pebble Lime			
Broward County Dist. 1	3701 N State Road 7	2,500	1/8 – 3/8
Broward County Dist. 2	1390 NE 51 St.	4,800	1/8 – 3/8
City of Coral Springs (1)	3800 NW 85th Avenue, Coral Springs	2,000	1/8 – 3/8
City of Dania Beach	1201 Stirling Road, Dania Beach	637	1/8 – 3/8
Town of Davie	3500 NW 76th Avenue, Davie	766.5	1/8 – 3/8
Town of Davie	3790 SW 64th Avenue, Davie	465.4	1/8 – 3/8
City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1524	1/8 – 3/8
City of Deerfield Beach	150 NE 2 nd Ave.	102	1/8 – 3/8
City of Fort Lauderdale	949 NW 38 th St., Ft. Lauderdale	11,500	1/8 – 3/8
City of Hallandale (2)	215 NW 6th Avenue, Hallandale	2,176	1/8 - 1/2
City of Hollywood	3441 Hollywood Blvd., Hollywood	2,482	1/8 – 3/8
City of Lauderhill	2001 NW 49th Avenue, Lauderhill	1,570	3/8 – 1/2
City Of Margate	980 NW 66 th Ave, Margate	2,600	1/8 – 1/2
City Of Miramar	2600 SW 66 th Terrace, Miramar	1,000	1/8 – 3/8
City of North Miami	12098 NW 11 th Ave, North Miami	1,440	1/8–3/8
City of North Miami Beach	19150 NW 8 th Ave, Miami Gardens	2,500	1/8–1/2
City Of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4,500	1/8 – 3/8
City of Pompano Beach	301 NE 12th Street, Pompano Beach	2,500	1/8 – 3/8
City of Sunrise	4350 Springtree Drive, Sunrise	3,600	1/8 – 3/8
City of Sunrise	15400 Sludge Mill Road, Davie	360	1/8 – 3/8
City of Tamarac	7803 NW 61st Street, Tamarac	1,350	1/8 – 3/8
U.S. Water (City of North Lauderdale)	841 NW 71 st Avenue, North Lauderdale	650	1/8 – 3/8
Village of Wellington	1100 Wellington Terrace, Wellington	1,175	1/8 – 3/8
TYPE 2 -- Hi CAL Granular (3)			
Village of Wellington	1100 Wellington Terrace, Wellington	240	Granular



Below is a list of the agencies participating in this bid and their respective delivery locations:

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE
Broward County Dist. 1	3701 N State Road 7	Lauderdale Lakes 33319	W. Ruffin	954/831-4128
Broward County Dist. 2	1390 NE 51 St.	Pompano Beach 33064	K. Stamand	954/831-4121
City of Coral Springs	3800 NW 85th Avenue	Coral Springs 33065	Roxanne Sookdeo	954/344-1103
City of Dania Beach	1201 Stirling Road	Dania Beach 33004	James Baker	954/924-3674
Town of Davie	3500 NW 76th Avenue (S4S III)	Davie 33314	Neil Buckeridge	954/327-3748
Town of Davie	3790 SW 64th Avenue (S4S I)	Davie 33314	Neil Buckeridge	954/327-3748
City of Deerfield Beach	290 Goolsby Blvd.	Deerfield Beach 33442	Jim Bennett	954/480-4370
City of Fort Lauderdale	949 NW 38 th Street	Ft. Lauderdale 33309	Rick Johnson	954/828-7865
City of Hallandale Beach	215 NW 6th Avenue	Hallandale 33009	Hal Elsasser	954/457-1632
City of Hollywood	3441 Hollywood Blvd.	Hollywood 33020	Carlos Aguilera	954/967-4230
City of Lauderhill	2101 NW 49th Avenue	Lauderhill 33313	Afeworki Ghebrehwet	954/730-2972
City Of Margate	980 NW 66 Ave.	Margate 33063	Rick Van Acker	954/972-0828
City Of Miramar	2600 SW 66 th Terrace	Miramar 33023	Bill Knee	954/605-7773
City of North Miami	12098 NW 11 Ave.	North Miami 33168	Wisler Pierre-Louis	305/895-9834
City of North Miami Beach	19150 NW 8 th Ave	North Miami Beach 33162	Pat Mitchell	305/650-0000
City Of Pembroke Pines	7960 Johnson Street	Pembroke Pines 33026	Michael E. Ponce	954/986-5011
City of Pompano Beach	301 NE 12 th Street	Pompano Beach 33060	Leeta Hardin	954/786-4098
City of Sunrise	4350 Springtree Drive	Sunrise 33351	Jim Dolan	954/572-2424
City of Sunrise	15450 Sludgemill Road	Davie 33331	Dan Buchta	954/434-6900
City of Tamarac	7803 NW 61st Street	Tamarac 33321	John Fletcher	954/597-3777
U.S. Water (City of North Lauderdale)	841 NW 71 Avenue	North Lauderdale	Gene Riley	954/722-0900
Village of Wellington (Pebble)	1100 Wellington Trace	Wellington 33414	Sean McFarland	561/791-2465
Village of Wellington (Granular)	1100 Wellington Trace	Wellington 33414	Bryan Gayoso	561/791-4039



**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND**

CARMEUSE LIME AND STONE INCORPORATED

THIS AGREEMENT is made and entered into this 24 day of August, 2011 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Carmeuse Lime and Stone, Inc., a Delaware corporation with principal offices located at 11 Stanwix Street, 21st Floor Pittsburgh, PA 15222, (the "Contractor") to furnish, deliver and discharge quicklime for member(s) of the Southeast Florida Government Purchasing Cooperative as provided herein.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

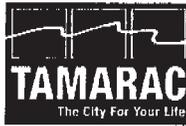
The contract documents consist of this Agreement, Bid Document No. 11-25B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Contract Exhibit A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 11-25B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 11-25B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 11-25B, "Furnish, Deliver and Discharge Quicklime".

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the

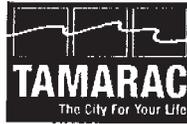


performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

- 2.1.3 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
- 2.1.4 Contractor shall be required to complete the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 11-25B), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.
- 2.1.5 Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.
- 2.1.6 All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.
- 2.1.7 Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.
- 2.1.8 Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3) Insurance

- 3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the



life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager Certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

- 3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

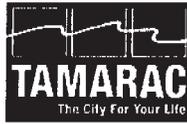
4) Term

The term of this Agreement shall be for an initial three (3) year period, beginning November 1, 2011 through October 31, 2014. The City reserves the right to renew this Agreement for three (3) additional one (1) years periods subject to the Contractor's acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

5) Contract Sum

The Contract Sum for the above work for entities listed in Contract Exhibit A (per the unit pricing provided in Contractor's bid response dated July 26, 2011 which shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 11-25B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Contract Exhibit A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Contract Exhibit A, shall be firm for the initial contract period from November 1, 2011 through December 31, 2011, Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein.

- 5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the initial contract period from November 1, 2011 through December 31, 2011. Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 3.C, "Escalation / De-escalation" shown herein.
- 5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.
 - 5.2.2 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail



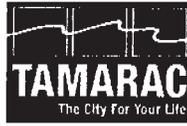
carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

- 5.2.3 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp

5.3 Escalation/De-escalation:

5.3.1 The City will accept price adjustments on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase, and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices.

5.3.2 Rail and Truck freight charges and changes for transfer costs require written verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2011, subject to change in accordance with the schedule provided in Section 3.C.1 herein.



5.3.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Appendix B to the original bid #11-25B. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.

5.3.4 Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.

6) Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 11-25B.

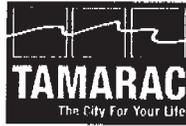
All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7) CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this bid shall conform to the specifications of the bid. The City reserves the right to return the product to the Bidder and require the delivery of new product at no cost to the City.

8) Indemnification

8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or



personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

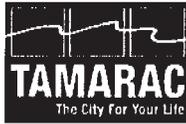
8.3 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor



under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

11) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12) Notice

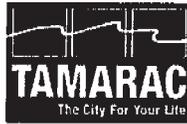
Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308



CONTRACTOR

Carmeuse Lime and Stone, Inc.
11 Stanwix Street, 21st Floor
Pittsburgh, PA 15222
Attn: Bruce D. Routhieaux
Telephone No.: (412) 995-5500
salesinfo@carmeusena.com

13) Termination

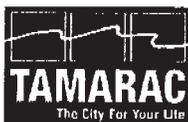
13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14) Uncontrollable Forces

14.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and



uncontrollable forces preventing continued performance of the obligations of this Agreement.

15) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18) Severability; Waiver of Provisions

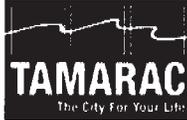
Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

20) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its Vice President of Sales, duly authorized to execute same.

CITY OF TAMARAC

Pamela Bushnell
Pamela Bushnell, Mayor

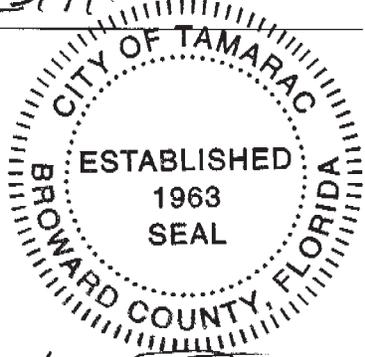
8/24/11
Date

[Signature]
Michael C. Cernech, City Manager

8-24-2011
Date

ATTEST:
[Signature]
Peter M.J. Richardson, CRM, CMC
City Clerk

8/25/11
Date



Approved as to form and legal sufficiency:

[Signature]
City Attorney

8/23/11
Date

ATTEST:
[Signature]
Signature of Corporate Secretary

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

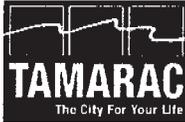
CARMEUSE LIME & STONE, INC.
Company Name

[Signature]
Signature of Florida Sales Manager, Forrest Meeks

Bruce D. Routhieaux [Signature]
Vice President of Sales

August 1, 2011
Date

(CORPORATE SEAL)

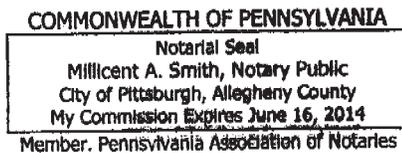


CORPORATE ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA :
COUNTY OF ALLEGHENY : SS

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, 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 day of August 1, 2011.



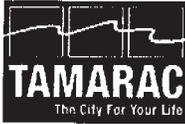
Millicent A. Smith
Signature of Notary Public
State of Florida at Large
PENNSYLVANIA

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.



Contract Exhibit A

AGENCY	DELIVERY ADDRESS	EST. ANNUAL USAGE	PEBBLE SIZE
TYPE 2 -- Hi CAL Granular (3)			
City of Hollywood	Wastewater, 1621 N14th Ave, Hollywood	5,400	Granular