

## **EXHIBIT A**

### **NORTH TEXAS MUNICIPAL WATER DISTRICT (“NTMWD” or “District”) SPECIFICATIONS FOR PEBBLE QUICKLIME AND QUICKLIME - FINES**

#### **QUALITY**

Lime must be best quality, freshly burned quicklime, and shall be substantially free from carbonate solids and siliceous residue. Water soluble calcium oxide should be not less than 90%. The quicklime shall slake satisfactorily, readily disintegrating into a suspension of finely divided material without the production of objectionable amounts of undissolved or un-slaked material in the slaker.

#### **METHOD OF ANALYSIS**

The method of analysis shall be in accordance with AWWA Standard B202-97.

#### **WARRANTY**

The bidder shall warrant that all deliveries made under this contract are of good quality and conforms to AWWA Standard B202-97. The material shall conform to ANSI/NSF 60: Drinking Water Chemicals and shall be certified by NSF as meeting this standard. NSF 60 certification shall be supplied with each chemical delivery. Further, the material furnished shall contain no soluble mineral or organic substances in quantities capable of providing deleterious or injurious effects on the health of those consuming the water, or that would otherwise render unfit for public water supply use the water which has been treated properly with the material.

#### **DELIVERY**

Packaging and shipping of pebble quicklime and quicklime-fines shall conform to current Federal, State and local regulations. Bulk material shall be delivered in trucks equipped with self-pressurized pneumatic system with applicable hoses unloading to a four inch (4”) quick disconnect. NTMWD requires that bulk shipments be accompanied by weight certificates from a certified scale. Failure to do so can result in rejection of material by NTMWD.

#### **POINT OF DELIVERY**

Prices bid for materials must be for deliveries FOB DISTRICT at location(s) specified in bid document. Title to any shipment shall be held to pass only upon actual delivery and acceptance at the designated delivery point(s).

#### **AUTHORITY FOR DELIVERY**

Deliveries of the material purchased under the terms of this contract are to be made if, as and when required and ordered by the System Manager or designated representative of NTMWD, and at such intervals as directed by the System Manager.

## TESTING OF DELIVERIES

At the discretion of the purchaser, the quality in select lots of lime may be determined from the analysis of a composite sample collected on the arrival of such lot at the point of delivery. Representative samples may be taken by purchaser from select shipments for a composite sample. This composite sample shall be divided into three portions: one for the consignee for immediate testing, one for the consignor if requested within five days of date of sampling, and the third sample shall be retained with seal unbroken to be tested by an independent testing laboratory selected by both parties. The analysis of the testing laboratory shall be final and binding upon both parties.

## BASIS FOR REJECTION OF MATERIAL

1. Available calcium oxide content shall not be less than 90%.
2. Failure of lime to produce more than a 10°C (18°F) rise in temperature in three minutes or failure to reach the maximum temperature in 20 minutes on slaking.
3. The production of more than 5% insoluble material when tested according to AWWA Standard B202-97.
4. Pebble lime supplied in bulk must be of crushed grade, 100% passing a 3/4" screen, not more than 20% passing a 1/4" screen, and not more than 5% will pass a 100 mesh screen. Quicklime fines also must be crushed grade, 100% passing the 3/8" screen, not less than 70% passing the #6 screen, and not less than 30% passing the 100 mesh screen.
5. If the material does not meet any of the above requirements, the vendor shall remove the material from the premises of the purchaser, at no cost to purchaser unless a price adjustment can be agreed upon between the vendor and purchaser.
6. NTMWD shall not be held to have accepted any shipment until after the District has made an analysis of it and NTMWD has had an opportunity to exercise this right of rejection.

## SPILLS AND LEAKS

Any and all chemical spills or leaks caused by chemical delivery drivers, delivery trucks/trailers or their associated equipment must be cleaned up immediately at the expense of the chemical vendor. This is to include any and all spills or leaks occurring on NTMWD property. Delivery drivers are not to add water to or attempt to clean up spills or leaks prior to NTMWD personnel assessing the spill/leak. If NTMWD personnel are not readily available, the delivery driver shall immediately notify NTMWD and take reasonable actions to contain/clean up the spill until NTMWD personnel arrive and assess the spill. Any and all spills or leaks that are not remediated by the chemical vendor will be done so by NTMWD and the service of such will be billed to the chemical vendor.

## PERFORMANCE BOND

Each Seller that is awarded a Pebble Quicklime and Quicklime-Fines Agreement shall immediately furnish a Performance Bond in an amount at least equal to the projected total contract price (e.g., unit price x estimated quantity) ***up to a maximum amount of \$1 million***, as security for the faithful performance of delivery of the product at the awarded unit price and per the terms and conditions of the Agreement. The Performance Bond shall be obtained from a surety or insurance company that is duly licensed and authorized

to issue bonds and shall be in the format of the attached Performance Bond form. If the Seller's Payment Bond surety for any Bond furnished by the Seller is declared bankrupt or becomes insolvent or its right to do business is terminated, Seller shall within 10 days thereafter substitute another Bond and Surety, both of which must be acceptable to NTMWD. A performance bond will not be required when the projected total contract price is less than \$150,000.

**IDENTIFICATION OF BID**

All bids shall be conspicuously and plainly marked, "BID ON PEBBLE QUICKLIME AND QUICKLIME – FINES CONTRACT"

**NORTH TEXAS MUNICIPAL WATER DISTRICT  
INVITATION FOR BIDS  
ANNUAL SUPPLY FOR THE ESTIMATED USAGE OF  
PEBBLE QUICKLIME AND QUICKLIME – FINES - WASTEWATER  
(FOR THE PERIOD JULY 1, 2018 TO JUNE 30, 2019)**

Sealed bids will be received until **11:00 A.M.**, Wednesday, **April 18, 2018**, at the NTMWD Engineering/IT Bldg., 505 East Brown St., Wylie, Texas 75098. All bids should be F.O.B. the point of delivery in the "Description" below. The chemical quantity bid is an estimated usage based upon an average volume of water/wastewater treated. Actual quantities to be purchased will be less than or greater than the estimate.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	30 tons	<b>(Hammermill Fines)</b>		
		Mesquite WWTP - Mesquite, Texas		
		1. Freight	/ton	
		2. Fuel Surcharge	/ton	
		TOTAL	/ton	
2	275 tons	Muddy Creek, WWTP - Wylie, Texas		
		1. Freight	/ton	
		2. Fuel Surcharge	/ton	
		TOTAL	/ton	
3	120 tons	Panther Creek WWTP - Frisco, Texas		
		1. Freight	/ton	
		2. Fuel Surcharge	/ton	
		TOTAL	/ton	
4	520 tons	Rowlett Creek WWTP - Plano, Texas		
		1. Freight	/ton	
		2. Fuel Surcharge	/ton	
		TOTAL	/ton	
5	250 tons	Stewart Creek West WWTP – Frisco, Texas		
		1. Freight	/ton	
		2. Fuel Surcharge	/ton	
		TOTAL	/ton	
6	500 tons	Wilson Creek WWTP - Allen, Texas		
		1. Freight	/ton	
		2. Fuel Surcharge	/ton	
		TOTAL	/ton	

The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms stated and in strict accordance with the attached North Texas Municipal Water District General conditions to Bid, which incorporates its proposed Chemical Supply Agreement and Exhibit A Specifications thereto all of which are made a part of this offer. This offer is not subject to withdrawal for thirty (30) days from the date bids are received.

FIRM NAME \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
SIGNATURE \_\_\_\_\_

SUBCONTRACTORS and SUPPLIERS to BIDDER (if any):

FIRM NAME \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
FIRM NAME \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
FIRM NAME \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_  
ADDRESS \_\_\_\_\_