

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: Felicia Reid

Bid Results / Contracts:

Please mail (using our self-addressed envelope), fax or email bid tabs/results to the following:

Fax to 412-995-5570 attention Felicia Reid.

Mail Contracts to the above address.

Email results to Felicia.Reid@carmeusena.com

Should you have any questions, please call me directly at 412-995-1053.

Sincerely,

Felicia Reid

Felicia Reid Sales Administrator

NSF International

RECOGNIZES

CARMEUSE LIME

Facility: RIVER ROUGE, MI

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







Certification Program Accredited by the Standards Council of Carada

This certificate is the property of NSF International and must be returned upon request. Far the must current an

October 7, 2005 Certificate# 1E465 - 02

David Purkiss, General Manager Water Distribution Systems

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's websie (www.nsf.org).

NSF International

RECOGNIZES

CARMEUSE LIME

Facility: INGERSOLL, ONTARIO, CANADA

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of Canada

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October 7, 2005 Certificate# 1E467 - 02

David Purkiss, General Manager Water Distribution Systems



Carmeuse Lime & Stone

River Rouge Operation 25 Marion Avenue River Rouge, MI 48218

PRODUCT INFORMATION

Product Description:

Hi Cal QL Water 7/8" X 3/8" Bulk

Product Code:

10380

Production Facility:

River Rouge

Packaging:

Bulk

Typical	Properties:	Chemical

Loss on Ignition (LOI) Carbon Dioxide (CO ₂) Sulfur (S) Available Lime (Rapid Sugar) Calcium Oxide (CaO) Magnesium Oxide (MgO) Silica (SiO ₂)	Average (%) .53 0.24 0.028 93.3 94.28 1.80 .67
	.67 .23 .23

Typical Properties: Physical

ASTM Depoting to	Average (%)
ASTM Reactivity - Temp. Rise in 3 minutes (°C)	42.8
Size (at point of loading) - Passing ¼"	4.0
Loose Bulk Density (#/ft ³)*	55

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.

^{*}Not routinely analyzed at this location



Carmeuse Lime & Stone

Beachville Operation PO Box 190 Ingersoll, ON N5C 3K5

PRODUCT INFORMATION

Product Description:

HiCal QL Water Grade 3/4" X 1/4" Bulk

Product Code:

10725

Production Facility:

Beachville

Packaging:

Bulk

Typical	Properties:	Chemical

	Average (%)
Carbon Dioxide (CO ₂)	0.30
Total Sulfur (S)	0.023
Available Lime (rapid sugar)	96.1
Calcium Oxide (CaO)	97.5
Magnesium Oxide (MgO)	0.87
Silica (SiO ₂)	0.41
Ferric Oxide (Fe ₂ O ₃)	0.09
Alumina (Al ₂ O ₃)	0.05

Typical Properties: Physical

	Average (%)
ASTM Reactivity - Temp. Rise in 30 seconds (°C) - Temp. Rise T _{total} (°C) - Total Active Slaking Time (min)	39 56 4.0
Loose Bulk Density (#/ft³) *	64

Product is registered to NSF60, Drinking Water Treatment Chemicals.

Product meets the requirements of AWWA B202-02.

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.

Rev 6 Issue Date: 12/16/2015

^{*} Not routinely analyzed at this location



Carmeuse Lime, (Canada), Ltd Beachville Operation

To: LANSING BWL

Date: 3/19/2018

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

Carmeuse, Beachville Operation's water grade quicklime products conform to ANSI / AWWA B202-13. The following verifications required by the standard are provided on all water grade quicklime shipped to our customers:

Sampling

If required by the customer, belt cut samples are taken from the truck loading conveyor (Section 5.1.2.3) 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 Director of Quality Control Carmeuse Lime & Stone, Inc.



Carmeuse Lime, Inc. River Rouge Operation

To: LANSING BWL

Date: 3/19/2018

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

Carmeuse, River Rouge Operation's water grade quicklime products conform to ANSI / AWWA B202-13. The following verifications required by the standard are provided on all water grade quicklime shipped to our customers:

Sampling

If required by the customer, belt cut samples are taken from the truck loading conveyor (Section 5.1.2.3) 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 Director of Quality Control Carmeuse Lime & Stone, Inc.

Quicklime

Revision date: May 1, 2015

1. Identification

Product Name:

Quicklime

Synonyms:

Lime, 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 with Flowaid, Thiosorbic Lime

Recommended Uses:

Water treatment, steel flux, caustic agent, pH adjustment, acid gas absorption,

construction

Manufacturer:

Carmeuse Lime & Stone

US Office

11 Stanwix Street, 21st Floor

Pittsburgh, PA 15222 Phone: (412) 995-5500 Fax: (412) 995-5594

Canadian Office

PO Box 190

Ingersoll, ON N5C 3K5 Phone: (519) 423-6283 Fax: (519) 423-6545

Emergency Contact:

Infotrac: (800) 535-5053

(24 hrs a day, 7 days a week)

2. Hazards Identification

GHS

Physical Hazards

classification

None

Health Hazards

Skin Irritation Eye Damage

Category 2 Category 1

Carcinogenicity

Category 1A

Specific Target Organ Toxicity - Single Exposure Specific Target Organ Toxicity – Repeated Exposure

Category 3 Category 1

GHS Label Elements:

Signal Word:

Danger

Hazard

Causes skin irritation.

Statements:

Causes serious eye damage.

May cause respiratory irritation. May cause cancer through inhalation

Causes damage to lungs through prolonged or repeated exposure by

inhalation.

Reacts violently with water, releasing heat which can ignite combustible

materials.

Quicklime

Revision date: May 1, 2015

Precautionary

Obtain special instructions before use.

Statements:

Do not handle until all safety precautions have been read and

understood.

Keep container tightly closed

Do not breathe dust.

Wash thoroughly after handling.

Do not eat, drink or smoke when using this product.

Use only outdoors or in well-ventilated area

Wear protective gloves, clothing and eye protection

Do not use water on material spills.

Pictograms:



3. Composition

Chemical name	% by weight	CAS#	
Calcium oxide	> 89	1305-788	
Magnesium oxide	< 4	1309-48-4	
Silica-crystalline quartz	0.1 - 2	14808-60-7	

4. First Aid Measures

Eyes:

Immediately flush eyes with generous amounts of water for at least 15 minutes. Pull back

the eyelid to ensure that all lime dust has been washed out. Seek medical attention

immediately. Do not rub eyes.

Skin:

Wash exposed area with large amounts of water. Seek medical attention immediately.

Ingestion:

Do not induce vomiting. Seek medical attention immediately. Never give anything by

mouth unless instructed to do so by medical personnel.

Inhalation:

Move victim to fresh air. Seek medical attention if necessary. If breathing has stopped,

give artificial respiration

Most Important

Irritation of skin, eyes, gastrointestinal tract or respiratory tract.

Symptoms:

Immediate medical attention / special

treatment?

See first aid information above. Note to Physicians: Provide general supportive measures and treat symptomatically.



Quicklime

Revision date: May 1, 2015

5. Fire Fighting Measures

Suitable (and unsuitable) fire 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 this product.

Specific hazards arising from the product

Inhalation, skin or eye contact, can result in serious injury. This product is not combustible or flammable. However, this product reacts violently with water, and can release heat sufficient to ignite combustible materials. This product is not considered to be an explosion hazard, although reaction with water or other incompatible materials may rupture containers. When this product is wet, it can be very slippery and can result in a slip hazard.

Hazardous Combustion Products: None.

Special protective equipment and precautions for fire fighters

Wear full fire-fighting turn-out gear (full Bunker gear), and respiratory protection (SCBA) to prevent inhalation, skin or eye contact.

6. Accidental Release Measures

Personal precautions, protective equipment, emergency procedures:

Avoid inhalation, eye and skin contact. Avoid generating airborne dust. Wear appropriate protective clothing as described in section 8.

Methods and materials for containment and clean up:

Utilize cleanup methods that minimize generating dust: vacuum. Avoid dry sweeping. Do not use water on large spills, as this product reacts violently with water and releases heat. Residue on surfaces may be removed with copious amount of water or vinegar.

7. Handling & Storage

Safe Handling:

Avoid inhalation, skin and eye contact. Avoid generating airborne dust. An eye wash

station should be readily available when this product is handled.

Safe Storage:

Keep in tightly closed containers. Protect containers from physical damage. Store in a cool, dry, and well-ventilated location. Do not store near incompatible materials (see Section 10 below). Keep away from moisture. Long-term storage in aluminum containers is not recommended, as calcium oxide may corrode aluminum over long

periods of time

<u> 16</u> CARMEUSE

Safety Data Sheet

Quicklime

Revision date: May 1, 2015

8. Exposure Controls/Personal Protection

Occu	pationa	Exposure	Limits
~~~~			

	OSHA PEL (mg/m³)	ACGIH TLV (mg/m³)	Ont. Reg. 833 TWAEV (mg/m³)
Calcium oxide	5	2	2
Magnesium oxide	15	10	10
silica - crystalline quartz	30 / (% silica +2) (total) 10 / (% silica +2) (respirable)	0.025 (respirable)	0.1

**Engineering Controls:** 

Use with adequate general or local exhaust ventilation and to maintain

exposure below occupational exposure limits.

### Individual Protection Measures (Personal Protective Equipment):

Specific Eye / Face

Safety glasses with side shields. In windy conditions, or if work activity

generates elevated airborne dust levels, dust proof or chemical goggles

are recommended. Contact lenses should not be worn.

Specific Skin Protection:

Protection:

When there is a risk of skin contact, wear appropriate clothing and

gloves to prevent contact.

Specific Respiratory

Protection:

If exposure limits are exceeded, an approved particulate respirator, or supplied air respirator, appropriate for the airborne concentrations,

should be used. Selection and use of the respiratory protective equipment must be in accordance with applicable regulations and

good industrial hygiene practices.

Other:

An emergency eye wash fountain and shower are recommended.

### 9. Physical & Chemical Properties

Appearance:

White or grayish white material

Odor:

Odorless

Odor threshold:

Not Applicable

pH at 25 degrees C:

12.45

**Melting Point:** 

4658 °F (2570 °C)

**Boiling Point and range:** 

5162 °F (2850 °C)

**Flash Point:** 

Not Applicable

**Evaporation Rate:** 

Not Applicable

Flammability:

Not Applicable

Upper/lower flammability or explosive limits

Not Applicable

Vapor pressure/density:

Non Volatile



### Quicklime

Revision date: May 1, 2015

Relative density:

3.2 - 3.4

Solubility:

Neglible in water but reacts with water to produce  $Ca(OH)_2$  and

heat Soluble in acids, glycerin, and sugar solutions

Partition coefficient: n-octanol/water

Not applicable

**Auto-ignition temperature:** 

Not Available

**Decomposition temperature:** 

Not available

Viscosity:

Not Applicable

### 10. Stability & Reactivity

Reactivity: Reacts violently with water to form calcium hydroxide, releasing

heat. Reacts with acids to form calcium salts, releasing heat. Reacts with carbon dioxide in air to form calcium carbonate. See

also Incompatibility below.

Chemical stability:

Stable under normal storage and handling conditions.

**Possibility of Hazardous Reactions:** 

See "reactivity" above.

Conditions to avoid:

Vicinity of incompatible materials.

Incompatibility:

This product should not be mixed or stored with the following materials, due to the potential for violent reaction and release of

heat:

- water (unless in a controlled process)
- acids
- reactive fluoridated compounds
- reactive brominated compounds
- reactive powdered metals
- reactive phosphorous compounds
- aluminum powder
- organic acid anhydrides
- nitro-organic compounds
- interhalogenated compounds

Hazardous decomposition products:

None

### Quicklime

Revision date: May 1, 2015

### 11. Toxicological Information

Likely routes of exposure & symptoms:

Eyes: Contact can cause severe irritation or burning of eyes, including permanent damage.

Skin: Contact can cause severe irritation or burning of skin, especially in the presence of

moisture.

Ingestion: This product can cause severe irritation or burning of gastrointestinal tract if

swallowed.

Inhalation: This product can cause severe irritation of the respiratory system.

Chronic health effects: This product contains trace amounts of crystalline silica. Prolonged or

repeated inhalation of respirable crystalline silica can cause silicosis, as

serious lung disease.

Respiratory or skin

sensitization:

This material is not known to cause sensitization

Germ cell mutagenicity: No data available.

Carcinogenicity: This product is not listed as carcinogenic by OSHA, IARC, NTP, ACGIH, or

the EU Directives. This product may contain trace amounts of crystalline silica quartz which is listed by IARC as "Carcinogenic to Humans" (Group 1) and "Known to be a Human Carcinogen" by NTP (National Toxicology

Program).

Reproductive toxicity: No Data Available.

**Numerical Measures of** 

**Toxicity** 

Crystalline Silica: Oral (rat) LD₅₀ > 22,500 mg/kg

Calcium oxide: Oral (rat) LD₅₀: 3059 mg/kg

### 12. Ecological Information

Because of the elevated pH of this product, it might be expected to produce some ecotoxicity upon exposure to certain aquatic organisms and aquatic systems in high concentrations. This material shows no bioaccumulation effect or food chain concentration toxicity.

### 13. Disposal Considerations

Dispose of contents in accordance with federal, state, provincial and local regulations.

### 14. Transport Information

UN Number UN1910
UN Proper shipping name Calcium Oxide

Transport Hazard class(es) When transported by air only: Hazard Class 8-Corrosive

Packing group When transported by air only: Packing Group III

Environmental hazards This material is alkaline and if released into water or moist soil will cause an

increase in pH

Transport in bulk (according to Annex II of MARPOL 73/79 and the IBC

### Quicklime

Revision date: May 1, 2015

Code:

Special precautions which a user needs to be aware of

When being transported by air, quicklime is classified in the Department of Transportation (DOT) regulations as a hazardous material. (49 CFR 172.101). For aircraft transport only, Calcium Oxide is classified as Hazard Class 8-Corrosive, UN1910, Packing Group III. For passenger aircraft, the maximum net quantity allowed per container is 25 kg. For cargo aircraft, the maximum net quantity allowed per container is 100 kg. For quantities greater than 25 kg up to and including 100 kg, the container shall be labeled with CARGO AIRCRAFT ONLY. Because express carriers (i.e., Federal Express, Airborne Express, and United Parcel Service) ship by air, quicklime presented to these carriers for shipment must be packaged, marked, and labeled in accordance with IATA requirements, and must be accompanied by the appropriate shipping documentation. Only personnel trained and certified under applicable DOT Hazardous Materials Regulations (contained in Title 49 of the Code of Federal Regulations) may prepare any quicklime product for air transport. Quicklime is not classified as a hazardous material by DOT when transported by means other than by air.

### 15. Regulatory Information

CERCLA Hazardous Substances Not listed						
SARA Toxic Chemical (40 CFR 372.65)				No	ot listed	
SARA Section 302 Extremely Hazardou	ıs Substance	s (40 CFR	355)	No	ot listed	
SARA 311/312				No	ot listed	
SARA Section 313 Toxic Chemicals rep	orting requi	rements		No	one	
Threshold planning quantity (TPQ)  Not listed		ot listed				
RCRA Hazardous Waste Classification (40 CFR 261) Not Class		ot Classified				
EPA Toxic Substances Control Act All of the components of this product are listed on the TSCA (TSCA) Status		ed on the TSCA				
California Proposition 65		-	e silica particul fornia to cause	•	irable size are kno	wn
NFPA ratings	Health: 3	Fire: 0	Reactivity: 2	₩		
HMIS Ratings	Health: 3	Fire: 0	Reactivity: 2	Personal	protection: E	
OSHA Specifically regulated substance	(29 CFR 191	0)		No	t listed	

**MSHA** 

Not listed

Canada DSL

Listed

OSHA Air contaminant (29 CFR 1910.1000, Table Z-1, Z-1-A)

**Canadian WHMIS Classification** 

D2A, Materials Causing other toxic

effects.

E, Corrosive Material



Listed



## CARMEUSE

### Safety Data Sheet

### Quicklime

Revision date: May 1, 2015

Canada CPR

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulation of a Canada and this SDS contains all the required information.

**Ontario Regulations** 

Refer to Regulation 845: Designated Substances - Silica

### 16. Other Information

List of GHS

H315: Causes skin irritation

Hazard

H318: Causes serious eye damage

Statements:

H335: May cause respiratory irritation.

H350: May cause cancer through inhalation

H372: Causes damage to lungs through prolonged or repeated exposure by inhalation.

List of GHS

P201: Obtain special instructions before use.

Precautionary

P202: Do not handle until all safety precautions have been read and understood.

Statements:

P233: Keep container tightly closed

P260: Do not breathe dust.

P264: Wash thoroughly after handling.

P270: Do not eat, drink or smoke when using this product.

P271: Use only outdoors or in well-ventilated area

P280: Wear protective gloves, clothing and eye protection

### **Abbreviations**

CERCLA Comprehensive Environmental

RCRA Resource Conservation and Recovery Act

Response, Compensation and Liability

Act

SARA

Superfund Amendments and

Reauthorization Act

NTP National Toxicology Program

IARC International Agency for Research on Cancer

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.



March 7, 2018

### **REQUEST FOR PROPOSAL**

### **NOTICE TO BIDDERS**

Sealed proposals will be received by the Board of Water and Light (BWL) up to <u>2:00 P.M., local time, Wednesday,</u> <u>03/21/18</u>, for furnishing:

### Mid-Michigan Bulk Water Chemicals Consortium 2018

Proposals must be in full accordance with the enclosed Specification.

<u>Proposals may be submitted via hard copy or electronic format.</u> If submitting hard copy proposals, please submit two (2) signed BWL Proposal Form(s) with attachments and supplemental information to the **Board of Water and Light, Attn: Cathy Davila, Purchasing and Warehousing Department, 1232 Haco Dr, Lansing, Michigan 48910**. Do not include copies of the other BWL RFP documents in your proposal package. The proposal package shall be marked on the outside of the cover with:

- (a) The Bidder's name:
- (b) The title of the Specification;
- (c) Attention: Rachelle Hall, Board of Water and Light;

Electronic copies shall be in a non-protected, Adobe pdf format and e-mailed to <a href="maileo-sealed-bids@lbwl.com">sealed-bids@lbwl.com</a>. For ease of identification, enter "(your company name) Chemical Consortium Bid" in the subject line of your e-mail proposal. You will receive an automatic reply to your submittal which confirms the BWL has received your emailed message.

The BWL reserves the right to reject any or all proposals, waive irregularities or technicalities in any proposal, and accept any proposal in whole or in part, which in the opinion of the BWL, is in its best interest. The BWL does not limit the methods or factors to be used for evaluation.

Questions regarding this RFP will be accepted through **Wednesday**, 3/14/2018. Responses to these questions will be issued to all bidders via addenda to this RFP (reference Article 6 in the enclosed Instruction to Bidders). Direct all questions concerning this Request for Proposal via email to **Cathy Davila** at catherine.davila@lbwl.com.

Sincerely,

**BOARD OF WATER AND LIGHT** 

Cathy Davila
Purchasing & Warehousing Department
(517) 702-6288
(517) 702-6042 Fax
catherine.davila@lbwl.com



### INSTRUCTIONS TO BIDDERS Mid-Michigan Bulk Water Chemical Consortium 2018

### 1. THE REQUEST FOR PROPOSAL CONSISTS OF THE FOLLOWING:

- (a) Notice to Bidders;
- (b) Instructions to Bidders;
- (c) Addenda, if issued;
- (d) Scope of Work / Specifications, including
  - (i) Special Requirements;
  - (ii) Drawings and List of Drawings.
- (e) Proposal Form;
- (f) Sworn and Notarized Affidavit of Compliance Iran Economic Sanctions Act; and
- (g) Terms and Conditions for Consulting Services.

### 2. PROPOSAL SECURITY

N/A

### 3. TERMS AND CONDITIONS

Do not submit BIDDER's standard terms and conditions as a replacement to the BWL's Standard Terms and Conditions. BIDDER shall submit their proposal based upon the BWL's Standard Terms and Conditions as attached. BIDDER may request clarifications, tender exceptions consistent with Section 8 (or provide alternative language that corresponds to a tendered exception as provided in Section 8) to the BWL's Standard Terms and Conditions. Exceptions to the BWL's Standard Terms and Conditions must be noted on the Proposal Form in the space provided. Wholesale rejection of the BWL's Standard Terms and Conditions, as well as replacing with BIDDER'S standard terms and conditions will not receive consideration and result in a rejection in BIDDER'S proposal in its entirety. Further, proposals which are submitted and contingent upon BIDDER'S standard terms and conditions will be rejected.

### 4. BIDDER'S RESPONSIBILITY

It shall be the BIDDER'S responsibility to be familiar with the Proposal Documents and with the BWL, scope of work, and conditions that are likely to be encountered. BIDDER shall visit the site and specific areas on the site wherein the Work will be performed.

Any failure by the successful BIDDER to familiarize itself with conditions likely to be encountered, to acquaint itself with the available information, or to attend any meeting of BIDDERS shall not relieve the BIDDER from responsibility for providing the specified equipment, materials, and service. A failure to comply with this requirement does not constitute grounds for extra compensation over the pricing stated in the BIDDER'S proposal.

BIDDER shall be prepared to make a presentation at the BWL's request on its proposal and to answer questions.

### 5. AVAILABILITY OF LABOR AND MATERIALS

The BWL will not furnish any labor, facilities, services, utilities, materials, equipment or supplies unless specifically stated in the Proposal Documents.

BIDDER shall assess and determine the availability of necessary labor and the prevailing wages applicable to that workforce. In addition, BIDDER shall assess and determine the availability of materials and equipment necessary to fulfill the contract in a complete and timely manner. The BWL will not honor any claim for additional cost premised on the unavailability of materials or equipment, shortage of labor, or unexpected wage rates.

### 6. ADDENDA

The BWL will clarify any questions or correct the Request for Proposal by the issuance of an Addendum to all BIDDERS.

Each BIDDER shall acknowledge receipt of each Addendum by filling in the blank space provided on the Proposal Form.

### 7. DRAWINGS

N/A

### 8. PREPARATION OF PROPOSAL FORM

The Proposal Form is included in the Proposal Documents. BIDDER shall prepare proposals and submit them as stated in the Notice to Bidders.

Proposals must be prepared in full accordance with the Proposal Documents. The proposal price(s) stated on the Proposal Form must include all cost provisions of the complete Scope of Work. If the BIDDER chooses to submit an alternate or take an exception to any provision contained in the Proposal Documents, the alternate or exception must be specifically stated in BIDDER'S proposal, must reference the objectionable article of the Proposal Documents, and must propose alternate language or alternate Work. Any exception to the Proposal Documents, including any exception to the BWL's Standard Terms and Conditions must be raised in BIDDER'S proposal as exceptions provided subsequently will not be considered. Once a purchase order has been issued, and the Acknowledgement returned, a binding contract exists between the parties and further negotiation of terms is not permitted.

Proposals received after the time and date for receipt of proposals will not be accepted. The BIDDER is responsible for timely delivery of the Proposal at the designated location and time for receipt of Proposals.

The Proposal must be signed with the full name and address of the BIDDER. Proposals received without signature will not be accepted. If the BIDDER is a co-partnership, the firm name and signature of all parties are required. If the BIDDER is a corporation, full corporate name, signature of authorized official is required. BIDDER shall certify that the person who signs the proposal is empowered to do so by the corporation. Such certificate shall be up-to-date and current at time of the Proposal Form submittal.

A proposal may not be modified, withdrawn or canceled unilaterally by the BIDDER for a period of sixty (60) days following the time and date designated for the receipt of Proposals, and BIDDER so agrees in submitting the Proposal. A proposal submission is a confirmation by the BIDDER that it is prepared to commence and complete the various stages of the Work as described in the Proposal Documents.

Expenses for developing and presenting proposals shall be the responsibility of the BIDDER. It is the BIDDER'S responsibility to ensure that no conflict of interest or other ethical concern precludes the BWL from considering BIDDER'S proposal.

### 9. SUBSTITUTION

Under certain circumstances, the Proposal Documents may permit substitution of products. Those areas where substitution is permitted will be designated with the qualifying phrase or equal as may be approved by the BWL REPRESENTATIVE. If BIDDER would like to substitute a product, BIDDER must make a proposal including the products specified in the Proposal Documents AND an alternate proposal including the proposed substitution, specifically referencing any price change based on the substitution.

BIDDER'S proposal shall contain data to substantiate that the substitution is, in fact, equal to the products specified. Substantiating data may consist of drawings or other documents necessary or helpful to indicate any modifications resulting from use of proposed substitutions. BIDDER bears the burden of proving that the proposed substitutions meet the quality standards established in the Proposal Documents.

If BIDDER is eventually awarded a Purchase Order, the Purchase Order will indicate whether the substitution was acceptable or whether the original product must be used.

The acceptance of a substitution does not alleviate BIDDER of any contractual responsibility.

### 10. BONDS

N/A

### 11. INSURANCE

The certificates of insurance required by the Contract Documents must also accompany the Acknowledgment of Award. All these documents should be directed to the attention of the BWL Buyer listed on the Notice to Bidders with a copy to the person designated as "BWL REPRESENTATIVE.". The purchase order number must be indicated on the Acknowledgement, bonds, and certificates of insurance.

### 12. EVALUATION OF PROPOSALS

All proposals will be sealed until the time designated on the Notice to Bidders. At the opening, the names of all BIDDERS will be made public.

To evaluate the proposals, the BWL will consider such factors as responsiveness of proposal, price, time of completion, exceptions to the Proposal Documents, financial stability, recent and past experience and similar factors in determining which proposal it deems to be in its best interest. The BWL does not herein limit the methods or factors to be used for evaluation. The intent of the evaluation process is to choose the best-evaluated proposal.

The BWL reserves the right to enter into private negotiations with the selected BIDDER(S), for further scrutiny, even though these negotiations may result in changes to the BWL specifications or to the BIDDER(S) services, price quotations, etc.

The BWL may reject any Proposal, waive irregularities or technicalities in any Proposal, and accept any Proposal in whole or in part. The BWL may cancel, in whole or in part, the entire Request for Proposal at any time prior to full execution of a contract between both parties.

### 13. QUESTIONS, MEETING OF BIDDERS, AND ADDENDA

In the beginning of the bid preparation period, the BWL REPRESENTATIVE may notify each BIDDER of a Meeting of BIDDERS to be held at a later date, usually during the second week of the proposal preparation time. If a meeting is held, BIDDERS are required to attend the meeting to present their questions about the Proposal Documents, to receive answers to questions, to receive copies of Addenda, to participate in open discussion of the Project, and to participate in the only conducted tour of the Site. The Notice of Meeting will give complete details about the meeting and instructions regarding preparation for the meeting

Changes, revisions, and corrections that may result from the discussions that occur during the Meeting of BIDDERS will be confirmed by the issuance of an Addendum. Suggestions of topics for the Meeting agenda should be directed to the person designated on the Notice to Bidders.

### 14. CONTRACT PRICE

The contract price shall be equal to the proposal price adjusted to any price changes as agreed upon in writing by the BIDDER and the BWL.

The contract price may be modified via a change order upon mutual agreement of both parties.

### 15. EXECUTION OF ACKNOWLEDGMENT OF AWARD

The successful BIDDER shall, within twenty-four hours after issuance of the Purchase Order, return the properly executed Acknowledgment of Award to the person designated on the Notice to Bidders. BIDDER shall certify that the person who signs the Acknowledgment is empowered to do so. Upon execution, an agreement will be deemed consummated and the documents, as specified in the list of RFP documents set forth in Section 1 herein, along with any mutually agreed written changes, shall constitute the full and binding agreement between the parties. If the properly executed Acknowledgement, along with any required bonds and insurance certificates, are not returned within five (5) calendar days, the BWL may deem the Purchase Order rejected and offer the Purchase Order to another BIDDER without penalty.

### 16. CONFIDENTIALITY

All complete, in-process or conceptual work are the sole property of the BWL and may not be used without the consent of the BWL. Any product used, such as, drawings and specifications, photos, campaigns, drafts, etc. are the sole property of the BWL. All BWL information will be kept confidential at all times. The BIDDER shall not disclose to others, without the written consent of the BWL, any information concerning the service provided, the organization, its personnel, or its activities, which the BIDDER may obtain as a result of, or in connection with the performance of the services.

### 17. FREEDOM OF INFORMATION ACT (FOIA)

The BWL is subject to the Freedom of Information Act (MCL §15.231 et seq.). The BWL may be required to make available certain information submitted with your bid or proposal available to the public if requested. This information may include comparative pricing and other data which the BIDDER may normally consider to be proprietary or confidential. If the BIDDER submits any information it deems to be exempt from FOIA requirements, the BIDDER shall clearly mark it as such.

### 18. LOCAL PREFERENCE

Applies to bids of \$100,000 or greater only.

Businesses with an office in the BWL service area shall be given the following advantage when the BWL receives a sealed proposal:

- (a) After the proposals are evaluated and the best-evaluated proposal is selected, the BWL shall determine whether the best-evaluated BIDDER is a Local business.
- (b) If a Local business was not selected as the best-evaluated BIDDER due entirely to its proposal price being higher than the price of the best-evaluated proposal, the BWL shall determine whether the bestevaluated Local business's proposal was within 5% of the proposal price of the best evaluated proposal. If so, this Local business shall then have the opportunity to reduce its price to match the price of the original best-evaluated BIDDER, and upon such agreement, shall be deemed the best-evaluated proposal.
- (c) If more than one Local business is within 5% of the price of the best-evaluated proposal and is otherwise equal to the best-evaluated proposal, and the Local business identified in (b) refuses to lower its proposal price, the same opportunity shall be afforded to the other qualifying Lansing-based businesses, in order of ascending price.

If no Lansing-based business agrees to the conditions described above, the contract shall be awarded to the person or business originally deemed the best-evaluated BIDDER.

### 19. SAFETY

Unless excepted in the Proposal, and accepted by the BWL, all BIDDERS will be required to comply with the BWL's Safety Manual. All BIDDERS should read and understand the BWL Safety Manual before submitting a Proposal. The BWL Safety Manual can be found on the BWL's website, <a href="http://www.lbwl.com">http://www.lbwl.com</a> by selecting first "Business Services" and then "Doing Business with BWL."

**END OF INSTRUCTIONS TO BIDDERS** 

### SCOPE OF WORK Mid-Michigan Bulk Water Chemicals Consortium 2018

### 1. GENERAL

The Lansing Board of Water and Light (BWL) is soliciting proposals for a joint chemical contract. This contract is for one year, July 01, 2018 – June 30, 2019. The entities participating in this contract are as follows: BWL, City of Jackson, City of Ann Arbor, City of Lansing, City of Adrian, East Lansing – Meridian Water & Sewer Authority, City of East Lansing, and Delhi Township. All chemicals must conform to NSF standards for use in potable drinking water and meet all specifications listed in bid documents. Prices per ton of chemical are for delivery to any and all of the facilities listed in the proposal.

### 2. BOARD OF WATER AND LIGHT BACKGROUND

The Board of Water and Light was founded in 1885 and is the largest municipally owned electric utility in Michigan and among the 30 largest in the United States. An eight-member Board of Commissioners appointed by the mayor and confirmed by the Lansing City Council governs the BWL.

The Board employs approximately 700 bargaining and non-bargaining employees. The bargaining unit employees are represented by the International Brotherhood of Electrical workers (IBEW) local 352.

The Board owns and operates:

- (a) an electric system, which generates, purchases and distributes electric power and energy, and provides electric service to approximately 95,000 residential, commercial, and industrial customers in the greater Lansing, Michigan area;
- (b) water wells, a raw water transmission system, water conditioning facilities, and an extensive water distribution system serving potable water to approximately 55,000 residential, commercial, and industrial customers in the greater Lansing area;
- (c) steam generation boilers, a steam transmission and distribution system serving approximately 185 customers, and a chilled water facility and distribution piping system serving 16 customers in the city of Lansing.

The Board's total operating revenue for fiscal 2016 was \$360,935,415.

Additional BWL background and information may be viewed at www.lbwl.com.

### 3. DELIVERY AND BILLING ADDRESSES

The chemical is to be delivered and billed to the facilities and cities as listed below:

	DELIVERY ADDRESS	BILLING ADDRESS
LANSING BOARD OF WATER AND LIGHT	Lansing Board of Water and Light Dye Water 148 S. Cedar St. Lansing, MI 48912-1139  Deliveries: Mon-Fri 7:00 am — 2:00 pm. Call one hour in advance of delivery. P: 517-643-6621  Lansing Board of Water and Light	Lansing Board of Water and Light Attn: Accounting Dept Accounts Payable P: 517-702-6186 E: crystal.jefferson@lbwl.com E: bwlinvoices@lbwl.com  *Special note: BWL requires all invoices for chemicals to be emailed to us within 3 business days of delivery.
	Wise Rd. 5411 Wise Rd. Lansing, MI 48911-3409  Deliveries: Mon-Fri 7:00 am 12:00 pm. Call one hour in advance of delivery. P: 517-643-6621	
CITY OF ANN ARBOR	Ann Arbor Water Treatment Plant 919 Sunset Road Ann Arbor, MI 48103 Del Hours: 7am to 3pm  Ann Arbor Waste Water Treatment Plant 49 S. Dixboro Rd Ann Arbor, MI 48105 Del Hours:8am to 5pm	City of Ann Arbor c/o Finance 301 East Huron St. PO Box 8647 Ann Arbor, MI 48107
CITY OF JACKSON	City of Jackson Water & Wastewater Treatment Plants 740 East Mansion St. Jackson, MI 49203  Wastewater Treatment Plant 2995 Lansing Ave. Jackson, MI 49201	City of Jackson, Michigan 161 W. Michigan Avenue Jackson, Michigan 49201
CITY OF LANSING	City of Lansing – Public Service Waste Water Division 1625 Sunset Ave Lansing, MI 48917  Deliveries: MonFri. 7:00 am – 2:00 pm. No weekends or holidays unless prearranged or	City of Lansing – Public Service Waste Water Division 1625 Sunset Ave Lansing, MI 48917

	emergency.	
CITY OF ADRIAN	Adrian Water Treatment 815 Bent Oak Ave. Adrian MI 49221  Deliveries: Mon. – Fri. 7:00am to 2:00pm. No weekends or holidays unless prearranged or emergency  1001 Oakwood Rd. Adrian, MI 49221	City of Adrian Utilities Attn: Accounting 135 E. Maumee St. Adrian, MI 49221
EAST LANSING-MERIDIAN WATER & SEWER AUTHORITY	2470 Burcham Dr. East Lansing, MI 48823	East Lansing-Meridian Water & Sewer Authority 2470 Burcham Drive East Lansing, MI 48823
CITY OF EAST LANSING	Water Resource Recovery Facility 1700 Trowbridge Road East Lansing, MI 48823	Water Resource Recovery Facility 1700 Trowbridge Road East Lansing, MI 48823
OWOSSO	Waste Water Treatment Plant 1410 Chippewa Trail Owosso, MI 48867  Owosso Water Filtration Plant 1111 Allendale Ave Owosso, MI 48867	City of Owosso Attn: Accounts Payable – Rhonda Pritchett 301 W. Main St. Owosso, MI 48867

### 4. ESTIMATED ANNUAL USAGES PER MUNICIPALITY

MUNICIPALITY	CHEMICAL	ESTIMATED YEARLY USAGE	MINIMUM DELIVERY
LANSING BOARD OF WATER AND LIGHT	SODIUM HYPOCHLROITE	225,000 gallons	4000-4800 gallon shipments required
	HYDROFLUOSILIC ACID	90 tons	30,000 and 40,000 lbs. shipments
	FERRIC CHLORIDE	48 ton	18 ton 2 – 3 times a year
	PEBBLE QUICKLIME	11,650 tons	1 or 2 50 ton deliveries a week

			5,000 gallons maximum
CITY OF JACKSON	SODIUM HYPOCHLROITE	73,000 gallons	
	HYDROFLUOSILIC ACID	55 tons	Self-unloading truck, 2,500 gallons required
	FERRIC ACID	60 tons	3,000 gal
	PEBBLE QUICKLIME	3,700 tons	50-100 ton loads (prefer 100 ton del)
CITY OF ANN ARBOR	SODIUM HYPOCHLORITE	850 tons	60,000 gal once per month
	HYDROFLUOSILIC ACID	68 tons	Delivery is 2-3 times per year
	FERRIC CHLORIDE	Dry: 105 Liquid: 48,000	3,000 gal min
	PEBBLE QUICKLIME	5,000 ton	Delivery 2-3 times per week
CITY OF LANSING	FERRIC CHLORIDE	468 dry tons	8,000 dry gallon shipments preferred
	SODIUM HYPOCHLORITE	80,000 gallons	4000-4800 gallon shipments required
	PEBBLE QUICKLIME	850 dry ton	10 deliveries a year
CITY OF ADRIAN	SODIUM HYPOCHLORITE	45,000 gallons	4,500 gallons every two months
	FERRIC CHLORIDE	66,000 liquid gallons	6,000 liquid gallons every five weeks
	HYDROFLUOSILIC ACID	14,000 lbs wet	Min delivery 2,000 gals –PRICE IN LBS ON INVOICE
	PEBBLE QUICKLIME	1,200 tons	40 ton dry
EAST LANSING- MERIDIAN WATER & SEWER AUTHORITY	SODIUM HYPOCHLORITE	60,000 gallons	4,000 gallons per delivery, every 2-3 weeks
	HYDROFLUOSILIC ACID	7 tons	2,500 gallons per delivery, about one per year
	FERRIC CHLORIDE	27 liquid tons	Self Unloading truck, 2,500 gal delivery
	PEBBLE QUICKLIME	2,100 tons	Pneumatic truck-load 1 per week
CITY OF EAST LANSING	FERRIC CHLORIDE	420 dry tons	8,000 gallons every two weeks
	SODIUM HYPOCHLORITE	45 wet tons	4,5000 gallons 1 or twice per year
owosso	SODIUM HYPOCHLORITE	54,000 gal	4,500 gal per month
	FERRIC CHLORIDE	72,000 lbs	6,000 lbs Fe per month

PEBBLE QUICKLIME	720 to 960	60 to 80 tons per month. Max del of 55 tons can be accepted.
PEBBLE QUICKLINE	tons	33 tons can be accepted.

### 5. CHEMICAL SPECIFICATIONS

NSF certification and MSDS shall accompany all orders and shipments. The Contractor/ Driver are responsible for appropriate hoses, adapters, and attachments to properly connect to unloading lines.

### Sodium Hypochlorite

- · Shall meet NSF Standard 60 and AWWA B300.
- Sodium Hypochlorite to be between 12% and 17% by weight.

### Hydrofluosilic Acid

- Pricing is on an "as is" basis. Price shall stay the same regardless of the assay received.
- Must meet NSF Standard 60 and AWWA B703-00.
- · Truck must be capable of maintaining 20 PSIG air pressure during unloading

### Ferric Chloride

- Dry
  - o Actual delivered solution to be 38% ferric chloride
  - o Propose per dry ton price
- Liquid Ton
  - Ferric chloride shall be furnished as liquid ferric chloride with a density of 11 to 12 pounds per gallon. The ferric chloride content will be between 38.5% and 45.0% by weight. Bids are to be submitted on a basis of 100% ferric chloride.

### Pebble Quick Lime

- Pebble quicklime shall meet all chemical specifications set forth in AWWA B202-93 unless otherwise specified.
- Water soluble calcium oxide content shall not be Jess than 90% as determined by the "Modified Scaife Method" as set forth in AWWA-202-88 (ASIM C25-58) Chemical Analysis of Lime
- Pebble Quicklime shall meet the following slaking test as detailed in AWWA 202.93:
  - Place 100 grams of sample from shipment in 400 ml of distilled water at 25°C temperature, stirring constantly for 3 minutes and read temperature. Temperature rise shall be a minimum of 40°C and all lime shall be slaked at the end of 10 minutes.
  - The lime shall not contain any organic or inorganic substances in quantities capable of producing deleterious effect upon the health of people drinking the water that has been treated with it.

- The purchase price of Calcium Oxide shall be based on 90% or greater available calcium oxide content. There shall be a reduction of 1 5% of the bid price for each 1.0%, or fraction thereof, deficiency of available calcium oxide content between 90% and 80%, and a 2.0% reduction for each 10%, or fraction thereof, deficiency of available calcium oxide content below 80% based on analysis done by the municipality's laboratory analysis using method AWWA 202-93.
- The vendor shall supply a sample of each load to the Operations Supervisor upon delivery. One-half of each sample will be retained for 30 days for inspection or analysis by the supplier. The municipality will notify the supplier within ten days of receipt of a shipment that does not meet specifications.

### PROPOSAL FORM Mid-Michigan Bulk Water Chemical Consortium 2018

Note: This form may be completed using MS Word®

### Provide the following business and contact information:

Legal Name:		Federal ID or Social Security Number:
CARMEUSE LIME	& STONE	36-3933140
Address:		State of Incorporation
11 STANWIX STREET, 21ST	FLOOR	DELAWARE
City: PITTSBURGH	State & Zip: PA 15222	Primary E-Mail: FELICIA. REID@CARMEUSENA. COM
Type of Organization: VCorporation		Partnership S-Corporation
Other (Explain)	)	
Office Phone: 412-995-1053	Alternate Office Phone:	Office Fax:
Primary Contact: FELICIA REID	Contact Phone: 412-995-1053	Contact Fax:
Contact Mobile:	Contact E-Mail: FELICIA.REID@CARMEUSEN/	Website URL: A.COM WWW.CARMEUSENA.COM

### Provide responses to the following questions:

How many years has your firm been in business under the present ownership?	SINCE 1860
Have you done business with the Board of Water and Light? If so, furnish specifics.	YES WE ARE THE CURRENT SUPPLIER
Have you done business with the City of Lansing? If so, furnish specifics.	YES WE ARE THE CURRENT SUPPLIER
Have you ever defaulted on a contract or been involved in litigation with the Board of Water and Light or the City of Lansing? If so, furnish specifics.	NO
Have you ever defaulted on a contract or been involved in litigation or pending litigation or claims with any other client in the past five years? If so, furnish specifics.	NO
List any relationships between your firm's staff and any current BWL employee.	NONE
Specify your background, training, experience, credentials and other factors which qualify you to perform the work described in the Scope of Work included in this Request for Proposal.	SEE ATTACHED
List at least three (3) references for similar work you have performed for other clients. Include Client name, contact name, title and phone number.	SEE ATTACHED
List subcontractors that you plan to use on this project.	LAIDLAW CARRIERS (TRANSPORTATION VENDOR
Indicate any exceptions to the enclosed General Requirements.	NONE
helpful in evaluating your proposal.	armeuse operates multiple Pebble Quicklime Facilities. ha primary supply source would be from our Beachville
	peration, an alternate supply source is offered, River Rouge here would be no price change. Product informaiton is

included. Page 1 of 3

### River Rouge Operation, MI

### List of References:Quicklime

Agency/Firm Name	City of Midland
Address	333 W. Ellsworth Street
City, State, ZIP	Midland, MI 48640
Contact Name	Kevin Babinski
Phone/Fax	(989) 837-3502
Term	7/1/176/30/18
Tons Per Year	1600

Agency/Firm Name	City of Fremont
Address	323 S. Front Street
City, State, ZIP	Fremont, OH 43420
Contact Name	Kenneth Myers
Phone/Fax	(419) 334-2687
Term	1/1/1812/31/18
Tons Per Year	1,500

Agency/Firm Name	Lansing Board of Water & Light		
Address	1232 Haco Drive		
City, State, ZIP	Lansing, MI 48901-3007		
Contact Name	Catherine Davila, Buyer		
Phone/Fax	(517) 702-6288		
Term	7/1/176/30/18		
Tons Per Year	25,460		



#### Carmeuse Lime & Stone

13 Station Street 21 Theory Entishingh PA 1522.
Physic 412 595 550; e. Fab. 412 556 5576 and organizations con-

# **Statement of Qualifications**

Carmeuse Lime & Stone is the largest producer of lime and limestone products in North America, manufacturing and distributing up to 7 million tons per year of finished products. We provide another 25 million tons of high purity chemical limestone and aggregates. Our 32 manufacturing facilities supply and serve 33 states and provinces in the eastern USA and Canada, and employ over 2,400 employees.

Carmeuse Lime & Stone is part of the Global Carmeuse Group; a 1.3 billion euro privately held company dedicated to excellence in lime products and technology. Carmeuse's North American operations account for about 50% of the Group's global turnover. Founded in Belgium in 1860, the Carmeuse group has over 100 plants, operating across 22 countries.

Carmeuse Lime & Stone has continuously supplied quicklime products to a variety of industries; steel, flue gas treatment, water treatment, soil stabilization, and more. The plant sources which we supply to water treatment plants have maintained an uninterrupted certification with NSF, and have continuously met or exceed the AWWA Standard B202 requirements. Additionally, we employ a fully engaged staff of Quality Control & Assurance and technical specialists (including chemists, laboratory technicians, professionally licensed engineers, and technical specialists); all whom assure production of our products is performed in a controlled manner.

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# **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:

> Yves Willems President and CEO Bruce Inglis Vice President and CFO Patrick Worms Chief Information Officer Kevin Whyte Vice President, General Counsel, Secretary

Jeff Bittner Vice President, Operations Jack Fahler

Vice President, Sales, Marketing & Supply Chain Jacky Vice President, Engineering Carroll Laufmann Vice President, Human Resources Melissa Croll Ralph Bardine Vice President, Business Development

Mary D. Colin Treasurer, Assistant Secretary

David Mikan Tax Director

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 February, 2016.

Yves Willems

Bruce Inglis

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



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2019

DATE (MM/DD/YYYY) 12/27/2017

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 have ADDITIONAL INSURED provisions or 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)

this cer	tificate does not conter rights to the certificate holder	in lieu of such endorsement(s).			
PRODUCER	Lockton Companies	CONTACT NAME:			
	Three City Place Drive, Suite 900	PHONE (A/C, No. Ext):	FAX (A/C, No):		
St. Louis MO 63141-7081 (314) 432-0500	E-MAIL ADDRESS:				
(314) 432-0300		INSURER(S) AF	INSURER(S) AFFORDING COVERAGE NAIC #		
		INSURER A : Sompo America	Insurance Company	11126	
INSURED	Carmeuse Lime, Inc. and all subsidiaries	INSURER B: National Union I	Fire Ins Co Pitts. PA	19445	
1356795 Carnicuse Emit, Inc. and an substitute S 11 Stanwix Street, 21st Floor Pittsburgh PA 15222		INSURER C : Insurance Compa	any of the State of PA	19429	
		INSURER D :			
		INSURER E :			
		INSURER F :			
COVERA	GES CARMU CERTIFICATE NUMBER:	14564220	REVISION NUMBER:	XXXXXXX	

THIS IS TO CERTIFICATE NUMBER: 14564220 REVISION NUMBER: XXXXXXX

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.

INSR LTR		TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GE/	X CLAIMS-MADE OCCUR  VL AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC  OTHER:	Z	Y	GDL-90874-X0	1/1/2018	1/1/2019	EACH OCCURRENCE   \$ 1,000,000
BB	X	ANY AUTO OWNED SCHEDULED AUTOS ONLY HIRED NON-OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY	Z	Y	CA 7269760 (AOS) CA 7269761 (VA)	1/1/2018 1/1/2018	1/1/2019 1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000  BODILY INJURY (Per person) \$ XXXXXXX  BODILY INJURY (Per accident) \$ XXXXXXX  PROPERTY DAMAGE (Per accident) \$ XXXXXXX  \$ XXXXXXX
A	X	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE  DED RETENTION \$	N	N	CPU-99060-X0	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 5,000,000  AGGREGATE \$ 5,000,000  S XXXXXXX
0000	ANY OFFI (Man	KERS COMPENSATION EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE CERMEMBER EXCLUDED? (datory in NH) S, describe under CRIPTION OF OPERATIONS below	N/A	Y	WC 021569755 (AOS) WC 021569756 (OH,WI) WC 021569757 (IL,KY,NC,PA,VA)	1/1/2018 1/1/2018 1/1/2018	1/1/2019 1/1/2019 1/1/2019	X   PER   OTH-
						) And a		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

	CERT	IFICATE	<b>HOLDER</b>	
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#### 14564220

LANSING BOARD OF WATER & LIGHT PURCHASER 1232 HACO DRIVE LANSING MI 48901

#### 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

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# PROPOSAL FORM Mid-Michigan Bulk Water Chemical Consortium 2018

The undersigned Bidder hereby acknowledges receipt of the following addenda:

Addendum No.	Date	
		Enter addenda numbers and
		received dates if applicable

# Provide pricing:

Activity	Unit Pricing
Sodium Hypochlorite	
Chemical:	\$ <u>NO BID</u> / gal
Demurrage:	\$ NO BID / hour *first 4 hours free
Hydrofluosilic Acid	
Chemical in minimum 40,000 lbs. shipments:	\$ NO BID / ton
Chemical in minimum 30,000 lbs. shipments:	\$ NO BID / ton
Chemical split between Dye and Wise Plants minimum	\$ <u>NO BID</u> /ton
40,000 lbs. shipments:  Demurrage:	\$ NO BID / hour *first 4 hours free
Ferric Chloride	
Dry Chemical:	\$ <u>NO BID</u> /ton
Liquid Chemical:	\$ <u>NO BID</u> / ton
Demurrage:	\$ NO BID / hour *first 4 hours free
Pebble Quick Lime	
Chemical:	\$ <u>134.61</u> /ton
Demurrage:	\$ 65.00 / hour *first 4 hours free

The undersigned Bidder states that this proposal is made in conformity with the Proposal Documents and agrees that, in the event of any discrepancies or differences between any conditions of their proposal and the Proposal Documents, the provisions of the latter shall prevail. No verbal or written agreements or understandings considered or entered into prior to signing of a contract in the form of a purchase order, shall be binding after the signing of the contract unless incorporated in the contract.

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons submitting proposals for the work.

Company Name:	CARMEUSE LIME & STONE
Signature:	ank Johles

# PROPOSAL FORM Mid-Michigan Bulk Water Chemical Consortium 2018

Name	CARMEUSE LIME & STONE
Title:	VP OF SALES & MARKETING
Date:	3/19/18

# **END OF PROPOSAL FORM**

# TERMS AND CONDITIONS FOR WATER CHEMICALS

General Requirements may be individually modified or superseded by PURCHASER Supplemental Requirements. In case of conflicts, the PURCHASER Supplemental Requirements shall govern.

#### 1. **DEFINITIONS**

All terms and conditions of the Seller most recent Permit application shall remain in effect except as may be modified herein.

#### 2. TERM

The following meanings are ascribed to the terms used in these General Requirements:

PURCHASER – means the City of Lansing, by its Board of Water and Light.

Consortium – means Mid-Michigan Drinking Water Consortium, consisting of the City of Lansing, by its Board of Water and Light, City of Jackson Water and Wastewater, City of Adrian, Ann Arbor Drinking Water Treatment Plant, East Lansing-Meridian Water and Sewer Authority, Delhi Charter Township, and Delta Township.

Contract Documents – means the PURCHASER's solicitation, including the invitation to bid or request for proposal or quotation, instructions to bidders/offerors, SELLER'S response to the solicitation, PURCHASER drawings, the specifications, any addenda or supplements including Change Orders, the purchase order, these General Requirements, and Supplemental Requirements.

SELLER- means the individual, partnership, corporation or other entity awarded a purchase order by the PURCHASER.

Day - means a calendar day.

Designated Representative – means the General Manager of the PURCHASER, or authorized designee. Designated Representative shall be the individual designated to receive submissions and notices from SELLER and to represent the PURCHASER in the performance of the Contract. Any interaction with another division of the PURCHASER shall be coordinated through the Designated Representative.

Participants - means entities part of Mid-Michigan Drinking Water Consortium.

Work – means the products and services to be furnished under the Contract Documents. Work includes and is the result of performing services, transporting chemicals, and furnishing chemicals.

#### 3. TERMS

#### A. QUALITY

- (1) Chemicals shall meet all criteria identified in the Specifications.
- (2) The PURCHASER reserves the right to reject all chemicals that fail to meet those criteria.
- (3) Chemicals that fail to meet those criteria that have been delivered to the PURCHASER must be removed by the SELLER at SELLER's expense.

#### B. CHEMICALS FURNISHED BY SELLER

(1) The SELLER shall arrange and pay all charges for the proper delivery, receipt, rigging, unloading, and storage of all chemicals requested by the PURCHASER. The place of delivery is the PURCHASER's place of business. The PURCHASER will provide an area for storage of the material at its delivery site. SELLER must supply a sufficient number of individuals to promptly unload and store chemicals. SELLER continues to bear all responsibility for care, custody, control and protection of the chemicals until the chemicals are properly stored. After storage, SELLER retains responsibility only for the quality of the chemicals.

- (2) The SELLER shall notify the PURCHASER's Representative when any material is ready for shipment. Before arranging for any shipment, SELLER must ensure that the delivery will not cause undue blocking at the delivery site.
- (3) SELLER shall supply the manufacturer's name and catalog number for each item, if applicable.
- (4) PURCHASER's Designated Representative must coordinate shipment to the site.
- (5) If requested by the PURCHASER's Designated Representative, SELLER shall furnish copies of bills of lading, shipping manifests, and other papers showing shipment of chemicals and/or reports of their receipt.
- (6) SELLER shall show the PURCHASER's purchase order number and release number on all shipments, packing lists, and invoices. Shipments may be refused without this information.
- (7) All chemicals shall be new and from a reputable manufacturer currently engaged in the production of like chemicals.

#### 4. PERMITS

SELLER shall obtain all permits necessary to transport and deliver chemicals to the PURCHASER. The PURCHASER shall obtain any necessary permit to store the chemicals on its properties.

# 5. PRICE

All prices shall be a firm delivered price for the term of the contract, unless specified in SELLER's proposal or bid and accepted by the PURCHASER before award. Prices shall include any fuel surcharge.

The PURCHASER shall solely be financially responsible for such material it procures on its own behalf and through its own bilateral contracts under the proposal of this agreement. The LPURCHASER shall not in any shape or form be financially responsible for any procured material obtained from contracts by any other Participant(s) of Consortium.

#### 6. SAFETY

- (1) SELLER shall proceed with the Work in a manner dictated by all applicable federal and state safety regulations, the PURCHASER Safety Manual, and safe practice, using chemicals, tools and rigging of a safe character. The current version of the PURCHASER's Safety Manual can be found at <a href="http://www.lbwl.com/uploadedFiles/MainSite/Content/Doing Business/BWL Safety Manual.pdf">http://www.lbwl.com/uploadedFiles/MainSite/Content/Doing Business/BWL Safety Manual.pdf</a>. SELLER shall strictly comply with these laws, rules and regulations including, but not limited to, OSHA and MIOSHA requirements, including without limitation MIOSHA "Right to Know" obligations, MCL 408.1001 et seq., and shall provide documented evidence of that compliance upon the Designated Representative's request.
- (2) SELLER shall provide and use all protective devices to permit safe working conditions for SELLER's employees and to prevent hazards to employees of other Seller, the PURCHASER and its employees, or the public.
- (3) While on PURCHASER property, SELLER'S personnel shall wear appropriate personal protection equipment.
- (4) If, in the PURCHASER's opinion, SELLER is not proceeding with its Work in a safe manner or in accordance with federal, state, or PURCHASER safety regulations, the PURCHASER may issue a Seller Safety Violation Notice or otherwise stop the Work and direct the SELLER to rectify the unsafe conditions immediately. If SELLER fails to promptly rectify the situation, the PURCHASER may proceed to rectify the unsafe conditions at SELLER'S expense. Compliance with this paragraph shall effect neither the Contract price nor the schedule. SELLER shall comply with all PURCHASERS, OSHA, and MIOSHA confined space requirements and procedures, including PURCHASER permitting requirements.

#### 7. INSURANCE

- (1) At its own expense, SELLER shall acquire and continue in effect for the term of the Contract, insurance providing the following coverage(s):
  - (a) Commercial General Liability Insurance on an occurrence basis. This coverage shall include Personal Injury, Contractual Liability, and Products/Completed Operations insurance. The limit of liability shall be at least \$1,000,000 combined single limit for bodily injury and property damage. There shall be no exclusion for work within any distance of railroad property.
  - (b) Automobile liability insurance that complies with the requirements of the Michigan No-fault law with residual liability limit of at least \$1,000,000 combined single limit for bodily injury and property damage. There shall be coverage for owned, hired, and non-owned vehicles.
  - (c) Worker's compensation insurance as required by Michigan law.

- (2) SELLER shall purchase insurance from companies acceptable to the PURCHASER. Generally, a company rated A- or better by A.M. Best and domiciled in the United States will be acceptable to the PURCHASER. The A.M. Best website can be found at: http://www.ambest.com/.
- (3) Certificates of insurance shall state that they will not be canceled nor any changes made, which alters, restricts or reduces the insurance provided or changes the name of the insured, without first giving thirty (30) days' notice in writing to the Corporate Secretary, PURCHASER, 1232 Haco Dr., P.O. Box 13007, Lansing, Michigan 48901.

#### 8. INDEMNITY

SELLER shall, to the fullest extent allowed by law, defend, indemnify, and hold harmless the PURCHASER, the City of Lansing, their respective officers, agents, employees and insurers against any liability, loss, damage, demand, governmental action, citation, cause of action, or expense of whatever nature (including costs of defense, settlement, court costs and attorney's fees) which may result from any loss, injury, death, or damage (including environmental harm) allegedly sustained by any person, firm, corporation, or other entity, which arises out of or is caused by any act or omission of SELLER its officers, agents, or employees in connection with or in any way arising out of this Contract. SELLER's obligations under this paragraph shall survive the expiration or termination of this Contract.

#### 9. REMEDIES

If SELLER fails or refuses to substantially perform according to the terms of this Contract, SELLER shall be declared to be in default by the PURCHASER by a written notice and shall be given an opportunity to perform in accordance with the notice. If the default has not been corrected or begun to be corrected within the time specified in the notice, or the SELLER has ceased to pursue the correction with due diligence, the PURCHASER may elect to (a) "cover" by purchasing the chemicals from another responsible vendor at the lowest cost available to the PURCHASER, and passing any additional cost on to the SELLER, who must pay the additional costs within 30 days of invoice receipt; (b) terminate the agreement and seek damages, or (c) treat the agreement as continuing and require specific performance, or (d) avail itself of any other remedy at law or equity.

If the PURCHASER fails or refuses to substantially perform according to the terms of this Contract, the PURCHASER shall be declared to be in default by the SELLER by a written notice and shall be given an opportunity to perform in accordance with the notice. If the default has not been corrected or begun to be corrected within the time specified in the notice, or the PURCHASER has ceased to pursue the correction with due diligence, the SELLER may elect to (a) terminate the agreement and seek damages, or (b) treat the agreement as continuing and require specific performance, or (c) avail itself of any other remedy at law or equity.

# 10. PLANT PROTECTION AND SECURITY

- (1) If the Work requires SELLER'S employees to enter a protected or policed area of the PURCHASER, including all utility operating areas, the SELLER shall arrange, in conjunction with PURCHASER security, for visible identification badges for all SELLER personnel employed on such Work. SELLER's trucks or common carriers entering PURCHASER property are subject to inspection.
- (2) SELLER, its employees, or suppliers, shall observe traffic rules, speed regulations, or other safety rules in the operation of its vehicles and equipment on PURCHASER property, as established by PURCHASER.
- (3) SELLER's employees shall comply with the PURCHASER's "Weapons in the Workplace" policy and "Prevention of Violence in the Workplace" policy.

#### 11. TIME AND MANNER OF PERFORMANCE

- (1) The PURCHASER's Designated Representative shall contact SELLER when a shipment of chemicals is needed. The SELLER shall deliver the chemicals within 21 days to the PURCHASER location identified by the PURCHASER's Designated Representative, unless a shorter time is specified in the bid/proposal documents. In some cases, a shipment may be split between two PURCHASER locations.
- (2) SELLER shall keep a sufficient quantity of chemicals on hand to meet the PURCHASER's demands, in accordance with the Specifications.
- (3) Any activities occurring on PURCHASER property shall be performed from 8 a.m. through 5 p.m., Monday through Friday, excluding PURCHASER holidays. If SELLER wishes to perform Work on PURCHASER property during other times, SELLER must receive express written permission from the Designated Representative.

#### 12. REPORTING

SELLER shall provide quarterly reports to the PURCHASER, including sales per month, order fulfillment percentage, backorder reports, on time delivery tracking, and other information requested by the PURCHASER.

#### 13. DELAY

- (1) Time is of the essence in the execution of the Work.
- (2) If SELLER fails to deliver the chemicals within 21 days after demand, or shorter time specified in the bid/proposal documents, and the delay is not caused by the PURCHASER or its agent, SELLER shall pay the PURCHASER's direct costs caused by the delay, including the need to "cover" by purchasing chemicals from another vendor, if applicable. The PURCHASER may elect to waive this penalty, in writing, by permitting a back-order of up to fourteen days past the expected delivery date.

#### 13. GOVERNING LAW AND VENUE

- (1) The Contract Documents shall be interpreted in accordance with the laws of the State of Michigan, without regard to conflict of laws provisions.
- (2) Venue shall be in Ingham County, Michigan.

# 14. FORCE MAJEURE

Neither the PURCHASER nor SELLER shall be held responsible for any delay or default caused by fire, act of God, riot, terrorist act, other violent act, war, or flood where such cause was beyond the delaying or defaulting party's reasonable control. However, SELLER shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligation under this Contract. SELLER'S management of its plant operations and compliance with regulations, even if they impact SELLER'S ability to meet the contract requirements, do not constitute force majeure.

# 15. RIGHT TO AUDIT RECORDS

The PURCHASER shall be entitled to audit the books and records of a SELLER or under any PURCHASER contract or subcontract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. The SELLER shall maintain such books and records for a period of three years from the date of final payment under the prime contract for a period of three years from the date of final payment under the subcontract.

# 16. NONDISCRIMINATION

SELLER agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, creed, religion, national origin, sex, disability, age, height, weight, veteran status, marital status, or any other reason prohibited by law. A breach of this covenant shall be considered a material breach of contract.

# 17. INDEPENDENT SELLER

SELLER shall be, for all purposes, an independent SELLER and not an employee or agent of the PURCHASER. SELLER shall not hold itself out as an agent of the PURCHASER or the City of Lansing.

SELLER acknowledges that PARTICIPANTS are, for all purposes, independent SELLER(S) and not an employee or agent of the PURCHASER or the City of Lansing.

# 18. TERMINATION FOR CONVENIENCE

The PURCHASER may also terminate this Contract for its own convenience upon thirty days written notice. If the PURCHASER terminates for convenience, however, it shall compensate SELLER for all Specification-conforming chemicals delivered to the PURCHASER.

# 19. CONTRACT

The final versions of the Contract Documents, taken as a whole, constitute the sole and final agreement between the parties (Contract), which can only be modified by a written document properly executed by both parties.

# 20. LOADING/UNLOADING

Prior to offloading any chemical, the facility personnel shall:

- Verify the Bill of Lading for the correct chemical and correct PURCHASER delivery address.
- Assure that the material is being off loaded into the correct bulk tank.
- Determine the available tank volume is sufficient for the incoming delivery.
- Require that the driver remain in line of sight of the delivery hose and bulk tank connection at all times.
- Require that the driver have the appropriate facility personal protective equipment, including but not limited to hardhat, steel toed shoes, chemical safety goggles, etc.
- Require that the driver have appropriate spill response supplies and that any storm drains in the immediate area will be protected with appropriate "drain blocker" mats or plugs prior to starting the off-loading process.

Immediately report to management any problems with driver actions, PURCHASER tank fill connections, fill valve containment, tank level indicators, secondary containment, or any other safety or environmental concern.

# SWORN AND NOTARIZED AFFIDAVIT OF COMPLIANCE

# IRAN ECONOMIC SANCTIONS ACT

# Michigan Public Act No. 517 of 2012

All bidders must submit the following certification statement in compliance with Public Act No. 517 of 2012 (the "Iran Economic Sanctions Act") and attach this form to the bid. The Lansing Board of Water & Light shall not accept any bid that does not include this sworn and notarized certification of statement.

The undersigned, the owner or authorized officer of <u>CAREMUSE LIME & STONE</u> (the Bidder), pursuant to the compliance certification requirement provided in the Lansing Board of Water & Light Request for Proposal, hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, and that in the event the Bidder is awarded a contract as a result of the aforementioned Request for Proposal, the Bidder will not become an "Iran linked business" at any time during the course of performing the work or any services under the contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification is made, whichever is greater, the cost of the Lansing Board of Water & Light's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a Request for Proposal for three (3) years from the date it is determined that the person has submitted the false certification.

	BIDDE	R
	CAR	MEUSE LIME & STONE
	By:	anch Johan
	Its:	VP OF SALES & MARKETING
	Date:	3/19/18
STATE OF PENNSYLVANIA		
COUNTY OF ALLEGHENY		
This instrument was acknowledged before me 	on the <u>19</u>	TH _{day of MARCH, 20 18} , by
COMMONWEALTH OF PENNSYLVANIA  NOTARIAL SEAL  Karen DiCaprio, Notary Public City of Pittsburgh, Allegheny County My Commission Expires Sept. 17, 2020  MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES	AI	, Notary Public egheny county, PENNS ylvania
	My Cor	nission Expires: 9-/7-2020
	Acting	in the County of Allechance