

Exhibit A

Primary Responses

Lhoist

Success: All data is valid!

						Numeric	
Status	Bid/No Bid Decision	#	Item	Quantity Required	Unit of Measure	Unit Price	Total Cost
Not Bidding	No Bid	#0-1	ACTIVATED CARBON	40	TON		-
Not Bidding	No Bid	#0-2	ANHYDROUS AMMONIA	15	TON		-
Not Bidding	No Bid	#0-3	LIQUID SULFUR DIOXIDE	60	TON		-
Not Bidding	No Bid	#0-4	MAGNIFLOC POLYMER	5500	GALLON		-
Not Bidding	No Bid	#0-5	SODIUM HYPOCHLORITE(Bleach)	14000	GALLON		-
Not Bidding	No Bid	#0-6	CATIONIC POLYMER	13200	POUND		-
Not Bidding	No Bid	#0-7	LIQUID FERRIC SULFATE	800	TON		-
Not Bidding	No Bid	#0-8	CALCIUM HYPOCHLORITE(HTH)	10000	POUND		-
Not Bidding	No Bid	#0-9	LIQUID AMMONIUM SULFATE	30000	POUND		-
Success: All values provided	Bid	#0-10	HYDRATED LIME - BULK	200	TON	\$ 347.25	\$ 69,450.00
Not Bidding	No Bid	#0-11	LIQUID CHLORINE	337	TON		-
Basket Total							\$ 69,450.00
Grand Total							\$ 69,450.00

**CITY OF LEWISVILLE
PURCHASING DIVISION**

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted.

BIDS must not be faxed, but are to be submitted to the City in one of the following manners:

- A. **Electronic Receipt:** Bidders are encouraged to submit bids to the City through Bonfire. The City is a member of this electronic bidding platform and the submittal of bids to the City is at no cost to the bidder. The internet site is www.gobonfire.com.

or

- B. **Paper Bid Receipt:** Paper bids may be submitted to the City. Bidders are to submit the original and one PDF copy of the bid on a flash drive in a sealed envelope to the Purchasing Division prior to response due date/time. The sealed envelope is to be marked on the outside with the bidder's name, address, the bid invitation number, and closing date recorded on the bottom left corner of the envelope.

Address to:

City of Lewisville
Finance Administration - Purchasing Division
751 E. Valley Ridge Blvd.
Lewisville, Texas 75057

Sealed bids must be submitted in sufficient time as to be received and time stamped at the above location on or before the published bid date and time shown on the bid invitation. Bids received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Lewisville is not responsible for lateness of mail carrier, etc.

BID: The bidder should quote its lowest and best price, F.O.B. destination on each item bid. If delivery and shipping quantities affect unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the City to determine maximum economic benefits. Pricing for paper bids shall be entered on the Bid Sheet in ink or typewritten. Totals shall be entered in the "Total Price" column of the Bid Sheet. In all cases of discrepancy between unit price and extended price, the unit price will be presumed to be correct.

MAKE-MODEL Items must be the best and latest model available of the type specified. If the bid invitation indicates a specific brand of product, the brand listed is deemed to be descriptive and not restrictive and is used to indicate the type and quality level desired for comparison purposes. Bidders may offer an approved equal to the brand listed, unless otherwise noted. The City shall make the final determination as to the brand offered being an approved equal to the brand listed. A Complete catalog or brochure showing in detail the item offered must accompany the bid.

SPLIT-AWARD: Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City may award the contract for any item or group of items shown on the bid invitation.

BID FORMS: Bids submitted on other than City forms, whether electronic or paper, or with different terms or provisions may not be considered as responsive bids.

Bids must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the bid document.

F.O.B./DAMAGE: Quotations shall be bid F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The City of Lewisville assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Lewisville Accounts Payable, P O Box 299002, Lewisville, TX 75029-9002 or may be emailed to: accountspayable_col@cityoflewisville.com.

TAXES: The City of Lewisville is exempt from Federal Manufacturer's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed by the City and furnished upon request.

PRICING: Bids should be firm. If the bidder, however, believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid.

PAYMENT TERMS: Payment terms are net 30 days after the goods are provided or services are completed, as required, or a correct invoice is received, whichever is later.

DELIVERY PROMISE - PENALTIES: Bids MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bidder's List. When Delivery delays can be foreseen, the bidder shall give prior notice to the Purchasing Division which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.

CORRESPONDENCE: The bid number must appear on ALL correspondence, inquiries, etc. pertaining to the bid.

DELIVERY TIMES: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.

PATENT RIGHTS: The Vendor agrees to indemnify and hold the City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.

EVALUATION: Response to the specification in this bid is of primary importance in determining the lowest responsible bid.

BID AWARD: Bids will be awarded either on Lowest Responsible Bid or Best Value. The Criteria used to determine Best Value is as follows:

- Purchase Price
- The reputation of the bidder and of the bidder's goods and service
- The quality of the bidder's goods or services
- The extent to which the goods or services meet the municipality's needs.
- The bidder's past relationship with the municipality.
- The impact on the ability of the city to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.

The total long-term cost to the city to acquire the bidders good or services (Life Cycle Costing).

Any other relevant factors that a private business would consider in selecting a bidder.

FUNDING: The City of Lewisville is a home-rule municipal government operated and funded on an October 1 to September 30 Fiscal Year; accordingly, the City reserves the right to terminate, without liability to the City any contract for which funding is not available.

RESERVATIONS: The City expressly reserves the right to:

- A. Waive as an informality, minor deviations from specifications.
- B. Waive any defect, irregularity or informality in any bid or bidding procedure.
- C. Reject or cancel any or all bids.
- D. Reissue a bid invitation.
- E. Extend the bid opening time and date.
- F. Procure any item by other means.
- G. Increase or decrease the quantity specified in the bid invitation, unless the Bidder specifies otherwise.
- H. Consider and accept an alternate bid as provided herein when most advantageous
- I. to the City.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

AUDIT: The City of Lewisville reserves the right to audit the records and performance of the successful bidder during the term of the contract and for three years after the contract is completed.

PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties with the bidding process.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary.

Failure to Protest within the time allotted shall constitute a waiver of any protest.

ALTERING BIDS: Bid cannot be altered or amended after submission deadline. Any interlineation, or alteration made before opening time for sealed bids must be initialed by the signer of the bid, guaranteeing authenticity.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Lewisville.

ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and Specifications will be made by ADDENDA. Sole authority to issue addenda shall be vested in the City of Lewisville. Bidders shall acknowledge receipt of all addenda on bid form.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award; and
- The City of Lewisville may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

BIDDER SHALL PROVIDE with this bid response, all documentation required. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless the City of Lewisville and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character,

name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City of Lewisville and participating entities growing out of such injury or damages.

TERMINATION FOR DEFAULT: The City of Lewisville reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) meet delivery schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award to another bidder. Purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

TESTING: Testing may be performed at the request of the City without expense to the City.

REMEDIES: The successful bidder and City of Lewisville agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Denton County, Texas.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial products and practices are to prevail. All interpretations of the specifications in this bid shall be made on the basis of this statement.

DEVIATIONS from specifications and alternate bids must be clearly shown on the bid form with complete information attached to form. They may or may not be considered.

NO EMPLOYEE of the City of Lewisville who has a financial interest in a prospective vendor shall participate in submitting a bid or proposal to conduct work for the City.

NO EMPLOYEE of the City of Lewisville shall receive any compensation for or as a result of a contract for goods or services purchased by the City if that employee was in a position to influence the City with respect to the contract.

ELIGIBLE BIDDER: Bidders are limited to those persons or firms who are qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

REJECTED ITEM(S): Item(s) that are rejected for failure to meet prescribed minimum specifications shall be returned to the supplier at no cost to the City of Lewisville.

INDEMNITY: The City of Lewisville will not accept a contract that contains any provision causing the City of Lewisville to indemnify the vendor for any reason.

VENDOR AGREEMENT: Any vendor agreements (service, maintenance, etc.) to be signed by the City of Lewisville must be submitted with your bid.

EXHIBIT A

PURCHASE ORDER TERMS & CONDITIONS

Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.

1. SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. DELIVERY TERMS AND TRANSPORTATION CHARGES: F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.

5. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this contract are "no arrival, no sale".

7. INVOICES AND PAYMENTS: (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, PO Box 299002 Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.

8. GRATUITIES: The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the City of Lewisville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

12. SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

14. RIGHT OF INSPECTION: Buyer shall have the right to inspect the goods at delivery before accepting them.

15. CANCELLATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. TERMINATION: The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. FORCE MAJEURE: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the

obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

18. ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

20. MODIFICATIONS: This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.

21. INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

22. APPLICABLE LAW: This contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

23. ADVERTISING: Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.

26. DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code

Seller should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

27. INDEPENDENT CONTRACTOR: Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.

28. TERMINATION FOR DEFAULT: Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.

29. PROTESTS: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code

Post-award protests must be submitted in written form to the City Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest.

30. INDEMNIFICATION: SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD BUYER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SELLER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY SELLER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF BUYER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SELLER AND BUYER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

31. SEVERABILITY: In case any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a): The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.

33. ADA COMPLIANCE: All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.

34. PROTECTION OF RESIDENT WORKERS: The Buyer actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Buyer's expense.

35. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

36. TEXAS GOVERNMENT CODE CHAPTER 2271. Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

37. TEXAS GOVERNMENT CODE CHAPTER 2274. Pursuant to Texas Government Code Chapter 2274, Consultant verifies the following:

- A. Consultant: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.
- B. Consultant: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274.

**CITY OF LEWISVILLE
PURCHASING DIVISION**

ADDITIONAL TERMS

ANTI-LOBBYING PROVISION

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except during City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

LAWS AND ORDINANCES

Laws and Ordinances: The Contractor shall always observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

PROTECTION OF RESIDENT WORKERS

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of

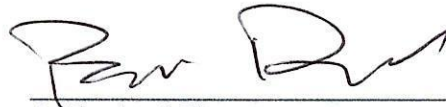
Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Lhoist North America of Texas LLC

Contractor Name

June 20, 2025

Date



Authorized Signature

Pablo Davila

**CITY OF LEWISVILLE
PURCHASING DIVISION**

ANNUAL CONTRACT STANDARD PROVISIONS

Contractor and the City of Lewisville agree as follows:

1. **TERM:** The term of this annual contract is twelve-months, with the option to extend for up to three (3) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or his designee.
2. **TRANSITION TERM:** Upon the expiration of the Initial Term or any subsequent Renewal Term, the Contractor shall continue performance under this Agreement until the City has a new contract in place with either the Contractor or another provider or until the City terminates the Agreement. In no event shall this transition term exceed ninety (90) calendar days unless the City and the Contractor mutually agree otherwise in writing. The City will pay Contractor for all Services rendered in compliance with this Agreement during this transition term. If Services rendered during this transition term are not, in the City's judgment, in compliance with the requirements of this Agreement, no payment will be owed.
3. **DESCRIPTION – SALE OF GOODS AND SERVICES:** Contractor will transfer and deliver to the City, and the City will pay for and accept the City's requirements during this agreement. It is understood that quantities shown on the Bid Sheets are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than it's actual needs during the Agreement, subject to availability of appropriate funds.
4. **PURCHASE ORDER:** The City will exercise its right to specify time, place, and quantity to be delivered through the use of a purchase order.
5. **PRICE ADJUSTMENT:** All goods and services to be delivered pursuant to this Agreement, including any extensions thereof, will be purchased at the prices stated on the Contractor's Bid Sheet; provided that, at renewal or extension of the Agreement for an additional twelve-months, the prices for goods and services to be delivered during the ensuing twelve-month period may be increased or decreased to the extent of changes in the cost of material to Contractor, as reflected in written documentation provided by the Contractor to the City. The written documentation must allow the City the ability to verify all requested price adjustments.

CITY OF LEWISVILLE DISCLOSURE OF INTEREST

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh (7th) business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated Conflict of Interest Questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Seller should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

EXHIBIT A
VENDOR REFERENCES

Please list at least three (3) references of **current** customers who can verify the quality of service your company provides. The City prefers local customers of similar size and scope of work to this bid. *THIS FORM MUST BE RETURNED WITH YOUR BID.* Attach additional sheets as needed.

REFERENCE ONE:

Government/Company Name: Dallas Park Cities Municipal Utility District

Address: 1811 Regal Row, Dallas, TX 75247

Contact Name and Title: Travis Kruger - Operations Supervisor

Contact Phone: (214) 652-8639 **Contact Email:** kruger@parkcitieswater.com

Contract Period: Oct. 2024 - Sept. 2026 **Contract Amount:** value varies depending on volume

REFERENCE TWO:

Government/Company Name: City of Wichita Falls

Address: 1005 River Road, Wichita Falls TX 76305

Contact Name and Title: Bill Thornton - Operations Supervisor

Contact Phone: 940-397-2540 **Contact Email:** bill.thornton@wichitafallstx.gov

Contract Period: June 2024 - June 2026 **Contract Amount:** value varies depending on volume

REFERENCE THREE:

Government/Company Name: North Texas Municipal Water District

Address: 2073 FM273, Bonham, TX 75418

Contact Name and Title: Jeff Striplin - Assistant Water System Manager

Contact Phone: (469) 626-4409 **Contact Email:** jstriplin@ntmwd.com

Contract Period: April 2024 - April 2026 **Contract Amount:** value varies depending on volume

Lewisville 2025 - Sustainability

Lewisville City Council unanimously adopted the Lewisville 2025 plan on July 14, 2014. The plan was developed after more than a year of public input and discussion that garnered hundreds of ideas and suggestions. That input was studied extensively by the Lewisville 2025 Steering Committee, City staff and professional consultants and formulated into the Lewisville 2025 plan. The plan provides a clear shared vision for the kind of community Lewisville wants to be when it turns 100 years old in 2025: a place that people choose to live, work and visit.

Lewisville 2025 identifies nine “Big Moves” to guide the community’s efforts toward being a thriving, desirable community. One of these Big Moves is sustainability. Lewisville defines sustainability in this way:

Limited resources, such as land, water, energy, clean air, natural assets, and public funds are used efficiently to provide a desirable quality of life and business climate today without reducing Lewisville’s ability to provide the desired quality of life and business climate for success of future generations.

The Purchasing Division’s goal is to support and encourage sustainable management practices through the purchase and use of materials, products and services that demonstrate environmental stewardship as well as fiscal and social responsibility. To that end, Lewisville will consider environmental factors such as but not limited to, recycled content, product life cycle, waste reduction, energy efficiency, toxicity, water consumption, and human health impacts when making purchasing recommendations. To assist City staff with evaluating these factors, prospective vendors may be required to provide specific information about their products and services that addresses environmental impacts.

Does Product or Service?	Yes	No	Details
Reduce energy consumption		×	
Reduce toxicity, including emissions		×	
Reduce waste		×	
Contain recyclable materials		×	
Reduce water consumption		×	
List other environmental impacts		×	

Attach supporting documentation if needed

**CITY OF LEWISVILLE
PURCHASING DIVISION**


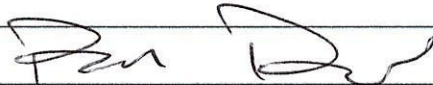
STATE RECIPROCAL REQUIREMENT

The City of Lewisville, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Section 2252.002 of the Government Code). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business? Fort Worth, Texas
2. Only if your principal place of business is not in the state of Texas, please indicate:
 - A. In which state is your principal place of business located? _____
 - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? ☐ YES ☐ NO
 - C. If "YES", what is that dollar increment or percentage? _____

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor:	Lhoist North America of Texas LLC		
Address:	5600 Clearfork Main Street, Suite 300		
City, State, Zip:	Fort Worth, TX 76109		
Phone:	(817) 732-8164		
Email:	pablo.davila@lhoist.com		
Bidder (Print Name):	Pablo Davila		
Bidder Signature:			
Job Title:	Sales Manager		
Signature of company official authorizing this bid:			
Company Official (Print name):	Pablo Davila		
Job Title:	Sales Manager		

**CITY OF LEWISVILLE
COOPERATIVE PURCHASING AGREEMENT**

Several Governmental entities around the City of Lewisville have indicated an interest in being included in this contract. Should these Governmental Entities decide to participate in this contract, would you, (the vendor) agree that all terms conditions, specifications, and pricing would apply?

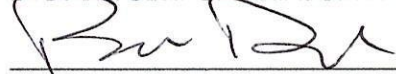
_____YES X _____NO

- (a) If you (the Vendor) checked yes, the following will apply.
- (b) Governmental Entities utilizing Internal-Governmental contracts with the City of Lewisville will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Lewisville will be billed directly to that Governmental Entity and paid by that Governmental Entity. City of Lewisville will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

BID INVITATION NO:	
COMMODITY:	

FIRM NAME: Lhoist North America of Texas LLC

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:



DATE June 20, 2025

SIGNER'S NAME AND TITLE:

Pablo Davila - Sales Manager

(Please print or type)

VENDOR SUPPLEMENTAL INFORMATION

The following information is required for contract development.

1. In what state was your business formed? Texas
2. Provide the following information for the person authorized to execute contracts on behalf of your organization:

Name Philipp Niemann Title President and Chief Executive Officer
Email Address philipp.niemann@lhoist.com Telephone No. 817 806-1597
Mailing Address 5600 Clearfork Main Street, Suite 300 City Fort Worth State TX Zip 76109

3. Provide the following information for the contact person authorized to implement this contract on behalf of your organization:

Name Philipp Niemann Title President and Chief Executive Officer
Email Address philipp.niemann@lhoist.com Telephone No. 817 806-1597
Mailing Address 5600 Clearfork Main Street, Suite 300 City Fort Worth State TX Zip 76109

4. Provide the following information for the person authorized to receive notices and communications regarding this contract on behalf of your organization:

Name Pablo Davila Title Sales Manager
Email Address pablo.davila@lhoist.com Telephone No. 281 415-8696
*Physical Business Address 5600 Clearfork Main Street, Suite 300 City Fort Worth State TX Zip 76109

**Notices and communications will be mailed to this physical address*

5. Select and complete one of the following:

- a. ☐ **Sole Proprietorship**
- i. Legal name of Sole Proprietor: _____
- ii. Physical business address: _____
- City _____ State _____ Zip _____
- b. ☐ **General Partnership**
- i. Legal name of Partnership: _____
- ii. Physical business address: _____
- City _____ State _____ Zip _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

VENDOR SUPPLEMENTAL INFORMATION

- c. ☐ **Limited Partnership**
- i. Legal name of Limited Partnership: _____
- ii. General Partner(s):
- If a legal entity, name of the entity: _____
 - If an individual, name of the individual: _____
- iii. Physical business address: _____
- City _____ State _____ Zip _____

- d. ☐ **Corporation**
- i. Legal name of Corporation: _____
- ii. Physical business address _____
- City _____ State _____ Zip _____

- e. ☒ **Limited Liability Company**
- i. Legal name of Limited Liability Company: Lhoist North America of Texas LLC
- ii. Physical business address 5600 Clearfork Main St #300
- City Fort Worth State Texas Zip 76109

- f. ☐ **Other Entity (not listed)**
- i. Legal name and type of Company: _____
- ii. Physical business address _____
- City _____ State _____ Zip _____

6. Does your business have 10 or more full-time employees? ☐ No ☒ Yes

7. a. Are you a publicly traded business? ☒ No ☐ Yes – where traded: _____

b. Are you a wholly owned subsidiary of a publicly traded business? ☒ No ☐ Yes – which publicly traded business: _____

8. a. Is your business registered with the Texas Secretary of State? ☐ No ☒ Yes

b. If yes, please provide records or screenshot(s) from the Texas Secretary of State's website reflecting the name or names for which your business has been registered.

In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.

Signature: Pablo Davila Date: June 20, 2025

Print Name: Pablo Davila Print Title: Sales Manager

CITY OF LEWISVILLE
PURCHASING DIVISION

EXCEPTIONS

Bid 25-64-A

On the lines below, please list any exceptions taken to this bid invitation

ITEM #	DESCRIPTION
PO T&Cs	See separate list of exceptions/modifications attached

Signature: 

Company: Lhoist North America of Texas, LLC

Date: June 20, 2025

No exceptions taken to this bid invitation.

Signature: _____

Company: _____

Date: _____

CITY OF LEWISVILLE – PURCHASE ORDER TERMS & CONDITIONS

EXCEPTIONS/CHANGES

BID #25-64-A

1. Section 1 should be deleted as it doesn't apply.
2. Section 5 should be deleted in its entirety and replaced with "Supplier will replace or reimburse the City for any goods found to be non-conforming to specifications."
3. Section 7 should be deleted in its entirety and replaced with Supplier's standard payment and credit terms as follows: Supplier shall submit invoices to City for the Product sold and delivered hereunder and City shall pay each invoice within thirty (30) days after date of invoice. Any dispute in the amount of an invoice shall not be grounds for a delay in the payment of the undisputed portion, and the disputed portion, if any, shall be reflected as a credit on the next invoice following settlement, if applicable, when the matter has been settled or finally adjudicated between the parties. Shipments of the Product will not be curtailed during such disputes.

The extension by Supplier of credit availability to the City and the amount and the terms of such credit availability are in the sole, absolute and exclusive discretion of Supplier. If, in the opinion of Supplier, the credit rating of the City becomes unsatisfactory, Supplier reserves the right to require payment in advance or other satisfactory security. Supplier reserves the right to terminate the extension of credit availability to the City at any time with or without notice, and to change the payment terms upon notice to the City.

4. Section 10 should be deleted in its entirety. We cannot offer a warranty on price.
5. Section 11 should be deleted and replace with our standard product warranty as follows:
"Seller warrants that the goods shall conform to the specifications set forth herein or as otherwise agreed to between the parties and shall be free and clear of all liens and other encumbrances. **EXCEPT AS SPECIFICALLY INCLUDED HEREIN, SELLER MAKES NO FURTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE.**"

6. Section 12 should be deleted in its entirety.
7. Section 28 should be deleted in its entirety and replaced with reciprocal termination for default language: If either party breaches the terms and conditions of this Agreement, such breach has a material effect on the performance of this Agreement, and such breach continues for a period of thirty (30) days after written notice from the non-breaching party to the breaching party, the non-breaching party may terminate this Agreement. The non-breaching party shall have those remedies available to it at law or in equity for such breach. A waiver by either party of a material breach hereunder shall not constitute a waiver of any such breach occurring at a future date and shall not affect or impair the rights of the non-breaching party at any time to avail itself of such remedies as it may have under law or in equity. The prevailing party in any dispute hereunder shall be reimbursed by the non-prevailing party for reasonable legal expenses and for reasonable costs incurred.
8. Section 30 – we request the word “may” be deleted from the fourth line to remove ambiguity from the statement.
9. Add the following standard provisions:

“NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY. SUPPLIER’S LIABILITY FOR DAMAGES SHALL BE LIMITED TO REPLACEMENT OF NON-CONFORMING GOODS OR REIMBURSEMENT OF THE PURCHASE PRICE FOR SUCH NON-CONFORMING GOODS.”

Warranties. Supplier warrants that the Product shall conform to the specifications set forth herein and shall be free and clear of all liens and other encumbrances. **SUPPLIER MAKES NO FURTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE.**

Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE

PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY. SUPPLIER'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO REPLACEMENT OF NON-CONFORMING PRODUCT OR REIMBURSEMENT OF THE PURCHASE PRICE FOR SUCH NON-CONFORMING PRODUCT.

Adjustment of Price for the Effects of Government Action.

(a) Notwithstanding anything else contained herein to the contrary, and subject to paragraph (b) below, the Price shall be adjusted for all costs incurred by Supplier hereunder in order to comply with any Federal, State or local law, regulation or order enacted, changed or amended after the date of this Agreement including, without limitation, fuel and other taxes, laws, regulations or orders relating to health, safety, conservation, reclamation, environmental protection, pollution control and air, water and soil standards but specifically excluding any and all income taxes. Supplier warrants that, to its knowledge, it is currently in compliance with all applicable laws, regulations or orders (except where noncompliance would not have a material adverse effect on Supplier's performance under this Agreement), and the costs incurred hereunder for such compliance whether or not actually incurred have been included in the initial Price. In the event that any Federal, State or local law, regulation or order is enacted, changed or amended after the date of this Agreement, Supplier shall determine prospectively the fully assessed cost per ton to Supplier (as reasonably determined by Supplier in its sole discretion based on generally accepted accounting principles) of complying with such laws, regulations or orders and advise Purchaser of such costs, verified by adequate supporting documentation which shall be subject to audit upon Purchaser's written request. The amount so determined shall be added to the payment Price as an adjustment to become effective as and when such costs are incurred by Supplier. For any such audit Supplier shall produce evidence of actual costs within twelve months from institution of the additional charge and will either invoice or credit Purchaser as appropriate for the difference between Supplier's initial assessment and the results of the final determination of the audit.

(b) Effective September 16, 2024 (the "MACT Effective Date"), the "National Emissions Standards for Hazardous Air Pollutants for Lime Manufacturing Plants" regulation, published at 88 Fed Reg. 805 (the "Lime MACT Regulation"), became effective. Under the Lime MACT Regulation, new emissions controls for hydrogen chloride, mercury, organics, and dioxins and furans have been imposed upon Supplier with compliance required by (i) September 16, 2027 for lime kilns in operation prior to the MACT Effective Date, and (ii) immediately for lime kilns placed in operation on or after the MACT Effective Date. Notwithstanding that the Lime MACT Regulation became effective prior to the date of this Agreement, to the extent Supplier has incurred or is expected to incur increased costs in the performance of this Agreement in order to comply with, or the result of, the Lime MACT Regulation, the Price shall be adjusted pursuant to the procedure set forth in paragraph (a) above.

Hardship. Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

INSURANCE REQUIREMENTS
GENERAL CONTRACTS FOR SERVICES

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages

Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

E. ACCEPTABILITY OF INSURERS

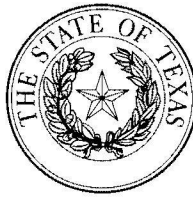
The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or, A or better** by Standard and Poors.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Conversion for Lhoist North America of Texas, LLC (file number 803511889), a Domestic Limited Liability Company (LLC), was filed in this office on January 07, 2020.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on June 12, 2025.



A handwritten signature of Jane Nelson in black ink.

Jane Nelson
Secretary of State



Office of the Secretary of State

CERTIFICATE OF CONVERSION

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument for

Lhoist North America of Texas, Ltd.
File Number: 6272310

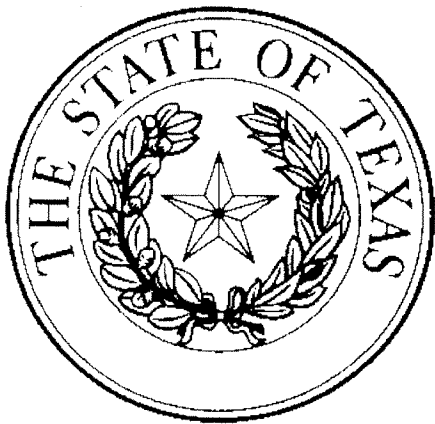
Converting it to

Lhoist North America of Texas, LLC
File Number: 803511889

has been received in this office and has been found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the conversion on the date shown below.

Dated: 01/07/2020

Effective: 01/07/2020



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs
Secretary of State



Office of the Secretary of State

CERTIFICATE OF FILING OF

Lhoist North America of Texas, LLC
File Number: 803511889

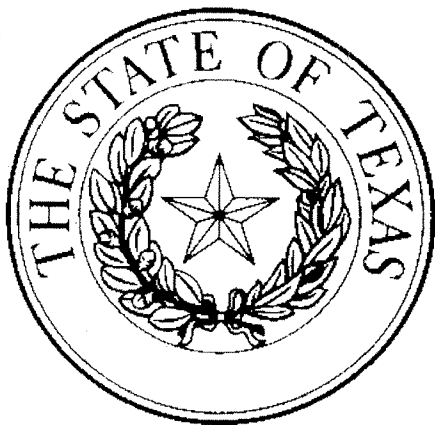
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/07/2020

Effective: 01/07/2020



A handwritten signature in black ink, appearing to read "Ruth R. Hughes".

Ruth R. Hughes
Secretary of State

Form 642
(Revised 05/11)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709

Filing Fee: See instructions



Certificate of Conversion
of a
Limited Partnership Converting
to a
Limited Liability Company

This space reserved for office
use.

FILED
In the Office of the
Secretary of State of Texas
JAN 07 2020

Corporations Section

Converting Entity Information

The name of the converting limited partnership is:
Lhoist North America of Texas, Ltd.

The jurisdiction of formation of the limited partnership is: Texas

The date of formation of the limited partnership is: December 30, 1991

The file number, if any, issued to the limited partnership by the secretary of state is: 6272310

Converted Entity Information

The limited partnership named above is converting to a limited liability company. The name of the limited liability company is:

Lhoist North America of Texas, LLC

The limited liability company will be formed under the laws of: Texas

Plan of Conversion

☐ The plan of conversion is attached.

If the plan of conversion is not attached, the following section must be completed.

Alternative Statements

In lieu of providing the plan of conversion, the converting limited partnership certifies that:

1. A signed plan of conversion is on file at the principal place of business of the limited partnership, the converting entity. The address of the principal place of business of the limited partnership is:

<u>5600 Clearfork Main St Ste 300</u>	<u>Fort Worth</u>	<u>TX</u>	<u>USA</u>	<u>76109</u>
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

2. A signed plan of conversion will be on file after the conversion at the principal place of business of the limited liability company, the converted entity. The address of the principal place of business of the limited liability company is:

<u>5600 Clearfork Main St Ste 300</u>	<u>Fort Worth</u>	<u>TX</u>	<u>USA</u>	<u>76109</u>
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

3. A copy of the plan of conversion will be furnished on written request without cost by the converting entity before the conversion or by the converted entity after the conversion to any owner or member of the converting or converted entity.

Certificate of Formation for the Converted Entity

If the converted entity is a Texas limited liability company, the certificate of formation of the Texas limited liability company must be attached to this certificate either as an attachment or exhibit to the plan of conversion, or as an attachment or exhibit to this certificate of conversion if the plan has not been attached to the certificate of conversion.

Approval of the Plan of Conversion

The plan of conversion has been approved as required by the laws of the jurisdiction of formation and the governing documents of the converting entity.

Effectiveness of Filing (Select either A, B, or C.)

A. ☒ This document becomes effective when the document is accepted and filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Tax Certificate

☐ Attached hereto is a certificate from the comptroller of public accounts that certifies that the converting entity is in good standing for purposes of conversion.

☒ In lieu of providing the tax certificate, the limited liability company as the converted entity is liable for the payment of any franchise taxes.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Business Organizations Code to execute the filing instrument.

Date: 1/6/2020

Chemical Management Co., Inc. as Trustee of
CLSW, LLC, the General Partner

Kenneth E. Curtiss

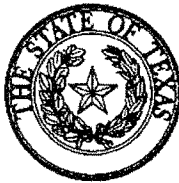
Signature of authorized person (see instructions)

Kenneth E. Curtiss

Printed or typed name of authorized person

Form 205
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$300



This space reserved for office use.

Certificate of Formation
Limited Liability Company

FILED
In the Office of the
Secretary of State of Texas

JAN 07 2020

Corporations Section

Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Lhoist North America of Texas, LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☒ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

Prentice-Hall Corporation System, Inc.

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
-------------------	-------------	------------------	---------------

C. The business address of the registered agent and the registered office address is:

<u>211 E. 7th Street Suite 620</u>	<u>Austin</u>	<u>TX</u>	<u>78701</u>
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☒ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☐ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

GOVERNING PERSON 1

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

<u>Ronald</u>	<u>D.</u>	<u>Thompson</u>	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>

OR

IF ORGANIZATION

Organization Name

ADDRESS

<u>5600 Clearfork Main St Ste 300</u>	<u>Fort Worth</u>	<u>TX</u>	<u>USA</u>	<u>76109</u>
---------------------------------------	-------------------	-----------	------------	--------------

<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>
----------------------------------	-------------	--------------	----------------	-----------------

GOVERNING PERSON 2				
NAME (Enter the name of either an individual or an organization, but not both.)				
IF INDIVIDUAL				
First Name	M.I.	Last Name	Suffix	
OR				
IF ORGANIZATION				
Organization Name				
ADDRESS				
Street or Mailing Address		City	State	Country Zip Code

GOVERNING PERSON 3				
NAME (Enter the name of either an individual or an organization, but not both.)				
IF INDIVIDUAL				
First Name	M.I.	Last Name	Suffix	
OR				
IF ORGANIZATION				
Organization Name				
ADDRESS				
Street or Mailing Address		City	State	Country Zip Code

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

The entity is formed under a plan of conversion. The name of the converting entity is Lhoist North America of Texas, Ltd., a Texas limited partnership. The address of the converting entity is 5600 Clearfork Main St., Ste 300 Fort Worth, TX USA 76019. The converting entity was formed December 30, 1991 as a limited partnership under the laws of the State of Texas.

Organizer

The name and address of the organizer:

Kenneth E. Curtiss

Name

5600 Clearfork Main Street

Street or Mailing Address

Fort Worth

City

TX 76109

State Zip Code

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 1/6/2020

Kenneth Curt

Signature of organizer

Kenneth E. Curtiss

Printed or typed name of organizer



June 10, 2025

City of Lewisville
Finance Administration – Purchasing Division
151 W. Church Street
Lewisville, TX 75057

Re: ANSI/NSF Standard 60

To Whom It May Concern:

This is to certify that the hydrated lime produced by Lhoist North America of Texas meets the ANSI/NSF Standard 60. A copy of our Certificate of Compliance is enclosed with this bid for your reference.

The hydrated lime for this contract is produced and shipped from our Clifton, Texas and New Braunfels, Texas locations.

LHOIST NORTH AMERICA OF TEXAS

Kevin Ingram, PhD
Director of Technical Services

Lhoist North America of Texas
Mailing Address: PO Box 985004, Fort Worth, Texas 76185-5004
Physical Address: 5600 Clearfork Main, Suite 300t, Fort Worth, Texas 76109
Phone: (817) 732-8164 (888) 888-8912 (Fax): (817) 731-4658



June 10, 2025

City of Lewisville
Finance Administration – Purchasing Division
151 W. Church Street
Lewisville, TX 75057

Re: AWWA B202-2019

To Whom It May Concern:

This is to certify that the hydrated lime produced by Lhoist North America of Texas, meets all of the specifications set forth under the American Water Works Association Standard B202-2019.

If anyone has any technical questions, they should contact me at 972-827-9707 or by email at kevin.ingram@lhoist.com.

LHOIST NORTH AMERICA OF TEXAS

Kevin Ingram, PhD
Director of Technical Services

Lhoist North America of Texas
Mailing Address: PO Box 985004, Fort Worth, Texas 76185-5004
Physical Address: 5600 Clearfork Main, Suite 300t, Fort Worth, Texas 76109
Phone: (817) 732-8164 (888) 888-8912 (Fax): (817) 731-4658

Note: In the process of enhancing our systems, we are transitioning data to a new PiQ data view. This data is being verified with the "Historical" view for accuracy. Once the data is confirmed, the "Historical" view will be discontinued. During this transition, you may encounter duplicate entries or missing/outdated data. For queries during this interim period, please visit our [Historical View FAQs](#) or contact our [Customer Service](#).

Drinking Water Treatment Chemicals

COMPANY

LHOIST NORTH AMERICA INC

PO BOX 985004

FT WORTH, TX 76185-5004 United States

MH17190

NSF/ANSI 60

Plant at: Brooksville, FL

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Calcium Hydroxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	650

Plant at: City of Industry, CA

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Calcium Hydroxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	650
Calcium Hydroxide Slurry	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	1860
Calcium Oxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	500
CBA	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	1440
CRS+	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	1440
Dolomitic Hydrated Lime Slurry, 40%	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	1860

Neutralac SLS45	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	1440
SLS45	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	1440

Plant at: Clifton, TX

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Calcium Hydroxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	650
Calcium Hydroxide Slurry	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	1860
Calcium Oxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	500

Plant at: Henderson, NV

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Dolomitic Hydrated Lime	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	744

Plant at: Hill Country Terminal - New Braunfels, TX

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
CRS45-A	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	1860

Plant at: Hurst, TX

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Calcium Hydroxide Slurry	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	1860
Calcium Oxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	500

Plant at: Hwy 25, Calera, AL

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Calcium Hydroxide Slurry, 35%	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	1860

Plant at: Hwy 31N, Calera, AL

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Calcium Hydroxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	650
Calcium Oxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	500

Plant at: La Porte, TX

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Calcium Hydroxide Slurry	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	1860

Plant at: Langley, BC

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Calcium Hydroxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	650
Calcium Hydroxide Slurry	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	1860
Calcium Oxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	500

Plant at: Langley, BC, Canada

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Calcium Carbonate	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	650

Plant at: LaPorte, TX

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
CRS45-A	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	1860
Calcium Oxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	500
Neutralac SLS45	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	1440
SLS45	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	1440

Plant at: Las Vegas, NV

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Calcium Hydroxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	650
Calcium Hydroxide Slurry	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	1860

Plant at: Marble Falls, TX

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Dolomitic Quicklime	-	Coagulation and Flocculation Chemicals	500

Plant at: McKinney, TX

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
DW Hydrated Lime	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	1860

Plant at: New Braunfels, TX

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Calcium Hydroxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	650

Calcium Hydroxide Slurry	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	1860
Calcium Oxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	500

Plant at: Nichols, FL

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Calcium Hydroxide Slurry	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	1860
Calcium Oxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	500

Plant at: Peach Springs, AZ

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Calcium Hydroxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	650
Calcium Oxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	500

Plant at: Port Allen, LA

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Calcium Hydroxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	650
Calcium Oxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	500
QL Slurry AS	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	1440
Quicklime Slurry AS	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	1440

Plant at: Ripplemead, VA

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
------------------	------------------------------------	-----------------	-----------------------------

Calcium Hydroxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	650
Calcium Oxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	500

Plant at: Riverside, CA

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Calcium Hydroxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	650
Calcium Hydroxide Slurry	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	1860
Dolomitic Hydrated Lime Slurry, 40%	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	1860

Plant at: Ste. Genevieve, MO

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Calcium Oxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	500

Plant at: Stockton, CA

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Calcium Hydroxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	650
Calcium Oxide	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	500

Last Updated on 2022-12-16

The appearance of a company's name or product in this database does not in itself assure that products so identified have been manufactured under UL Solutions' Follow - Up Service. Only those products bearing the UL Mark should be considered to be Certified and covered under UL Solutions' Follow - Up Service. Always look for the Mark on the product.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lhoist North America of Texas, LLC
Fort Worth, TX United States

Certificate Number:
2025-1324316

Date Filed:
06/13/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Lewisville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFB 25-64-A
Hydrated Lime - Bulk

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Niemann, Philipp	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Kenneth Curtiss, and my date of birth is July 12, 1962

My address is 5600 Clearfork Main St #300, Fort Worth, TX, 76109, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the day of June, 2025
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)