

INVITATION FOR BID
September 3, 2025

| | |
|--------------------------------|--|
| INVITATION FOR BID NUMBER | IFB 25-040 |
| NAME OF BID | Annual Contract for Sodium Chlorite, Equipment, and Services |
| BIDS WILL BE RECEIVED AT | MAWSS Bid Box Donaghey Business Entrance 4725 Moffett Road Mobile, AL 36618 If sending bids by UPS/Fed Ex, deliver to the Warehouse: 1610 Shelton Beach Rd. Ext., Mobile, AL 36618 |
| BID OPENING DATE | September 19, 2025 |
| BID OPENING TIME | 10:30 am Central Time |
| AWARD WILL BE MADE BY | Total Cost & Lead Time |
| CONTRACT PERIOD | 11/01/25 through 10/31/2026 with two 1-year extension options |
| MATERIAL DELIVERED TO | HE Myers WTP 1475 Hubert Pierce Rd Mobile, AL 36608 and EM Stickney 4800 Moffett Rd Mobile, AL 36618 |
| ADDITIONAL INFORMATION CONTACT | Markus Moore (251) 721-0828 or mamoore@mawss.com John Jordan (251) 378-3492 or jjordan@mawss.com Zack Butler (251) 378-3482 or zbutler@mawss.com Randy Sullivan (251) 378-3483 or rsullivan@mawss.com |
| APPLICABLE SDP POLICY | None |

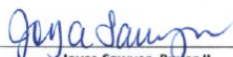
Sealed bids must be in the Purchasing Department no later than the time specified in order to be considered. Submissions received after the deadline will not be considered. Envelopes must bear the name of the supplier, company address and the words "IFB 25-040 Sodium Chlorite" or "IFB 25-040 NO QUOTE." Facsimile or email bids will not be accepted.

All bids must be submitted on the attached forms or your bid will be disqualified. Bidder shall furnish all the information required by the solicitation. The bidder's name must be typed or printed on the bid sheet, and signed by the bidder or appropriate authorized executive officer of the bidder's company. Bidders must initial any changes or erasures. Bidders should retain a copy of bids for their records.

Bidders shall acknowledge receipt of all addenda to this solicitation by signing and returning each addendum or by identifying the addendum number and the date on the bid form. Failure to acknowledge receipt of any addendum by a bidder will result in rejection of the bid if MAWSS determines that the addendum contains information that materially changes the requirements.

All bids shall be quoted FOB Destination, freight prepaid with no additional charges. Unless otherwise specified in the bid, all prices will be on a firm-fixed price basis and are not subject to adjustments based on costs incurred. MAWSS reserves the right to reject any or all bids submitted, to waive any informality in any bid or in the bid process, or to terminate the bid process at any time, if deemed by MAWSS to be in MAWSS's best interest.

A Purchase Order and this "Invitation for Bid" with "Specifications," "Conditions," "Bid Form," signed by the successful bidder's authorized representative, and all attached drawings and other documents furnished by MAWSS to the bidders with the Invitation for Bid in order to illustrate the contract requirements, will constitute a contract for the goods and/or services to be purchased.


Joyce Sawyer, Buyer II
Board of Water and Sewer Commissioners

IFB 25-040 Annual Contract for Sodium Chlorite, Equipment, and Services CONDITIONS

The Board of Water and Sewer Commissioners of the City of Mobile will accept bids for the **Sodium Chlorite, Equipment, and Services** in our Purchasing Department Bid Box located in the Business Entrance at 4725 Moffett Road, Mobile, AL 36618 **no later than 10:30 a.m.** local time on **September 19, 2025, 2025**. Bids will be opened immediately after bid closing time in the Operations Center Board room located at the Customer Service entrance. Award will be by **Total Cost & Lead Time**. The bidder offers and agrees, if this bid is accepted, to furnish the items as defined in the specifications for the unit price set opposite each item. Pricing shall be FOB Mobile, Alabama.

All items shall be delivered to:

| | |
|------------------|-----------------------|
| EM Stickney WTP | HE Myers WTP |
| 4800 Moffett Rd | 1475 Hubert Pierce Rd |
| Mobile, AL 36618 | Mobile, AL 36608 |

or to the job site as needed. The bidder shall state the expected length of delivery time on the Bid Form.

Bidder understands and agrees that manufacturer and part numbers are provided for descriptive purposes only. Items of equal or better quality will be considered but must be approved by MAWSS in writing. Upon delivery, if the quality, durability or performance of any product represented as equal or better is determined by MAWSS to be unsatisfactory, MAWSS will require a suitable substitute or will require that the originally specified item be delivered, at the unit price originally offered by bidder. No substitution for items to be provided pursuant to this contract shall be permitted during the contract period without the express written consent of MAWSS. All items provided shall be for commercial use and for the purposes reflected in the contract documents.

No bid on closed out or discontinued item(s) will be accepted. Item(s) that have a determinable shelf life must be disclosed at the time of bid submittal. Bidder understands that his/her bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Bidder understands and agrees that quantities will be purchased by MAWSS on an "as needed" basis to replenish inventory. MAWSS shall not be committed to the purchase of a pre-established minimum quantity for any one item.

A bidder may not modify its bid after bid opening. Errors in the extension of unit prices stated in a bid or in multiplication, division, addition or subtraction in a bid may be corrected by the MAWSS Purchasing Buyer prior to award. In such cases, unit prices shall not be changed.

It is the responsibility of the bidder to determine prior to the bid opening whether any amendment, additions, deletions or changes of any type have been made to this Invitation for Bid, Conditions, Specifications, Bid Form or any of the other bid documents. Bid documents and any amendments made to this bid will be posted on our website at www.mawss.com.

Invoicing Requirements: MAWSS is requiring additional information for all work performed and services provided. On the vendor's invoice for payment should be a detailed listing of work performed, services provided, dates completed, locations involved and any other pertinent information needed to verify the work and/or services were completed in accordance to the bid specs. This additional information can be supplied in the form of detailed invoices, work orders, checklists or any other documents used to track the work performed or services provided but details must be included on the actual invoice. A copy of the invoice and these additional details must be sent to the "ADDITIONAL INFORMATION CONTACT" found on Page 1 of the bid documents and a copy emailed to Accounts Payable at AcctsPayable@mawss.com.

Please note: In the event of rising costs of operation to the bidder during the term of this agreement resulting from increases in prevailing wage rates, increases in prevailing gasoline prices, or similar increases in prevailing prices, the bidder may request that - the authority (MAWSS) increase service fees charges that the bidder is allowed to charge and receive, the amount of increase to be adequate to compensate for the increases in costs to the bidder, but in no greater amount; in the event of such a request, the bidder must submit its books for auditing by MAWSS, the findings and judgment of MAWSS as to the justification for an increase in rates shall be final.

END OF CONDITIONS

**IFB 25-040 Annual Contract for Sodium Chlorite, Equipment, and Services
SPECIFICATIONS**

1. GENERAL

- A. Scope of Work: This specification includes the furnishing of Sodium Chlorite, Chlorine Dioxide Generator Equipment, and Services to the Board of Water and Sewer Commissioners of the City of Mobile. Chlorine Dioxide must be generated on-site, as a pre-oxidant for disinfection, taste and odor, and trihalomethane control measure. The application is drinking water from a surface water supply. Generating to take place at the following locations:
1. E Morgan Stickney Plant
 2. Harry E Myers Plant
- B. Contractor shall supply all labor, materials, equipment, services, chemicals, and incidentals (except when specified as furnished by the Owner) which are necessary or required to perform the work in accordance with applicable governmental regulations and these Specifications.
- C. Chlorine dioxide shall be produced by reacting gaseous chlorine directly with a 25% liquid solution of sodium chlorite. The reaction shall be assisted with a water-operated ejector included with the generation equipment. Chlorine dioxide shall result from the complete reaction of the chlorine gas and sodium chlorite in a reaction column prior to dilution with water.
- D. Bidder must have a minimum of five years of in-service time of proposed generator equipment.

2. CHEMICALS

- A. Chlorine Supply: Bulk Chlorine Supply, unloading facilities, storage handling equipment shall be provided by others. Supplied chlorine gas shall conform to AWWA Specification B303-18, as well as NSF-60 certification.
- B. Sodium Chlorite: The bidder's sodium chlorite solution must be approved and registered with the ENVIRONMENTAL PROTECTION AGENCY (EPA) for use in potable water systems. Bidder's own EPA registration number must be included in the bid package. The solution must also carry NSF-60 approval and conform to AWWA Specification B303-18. The sodium chlorite solution shall be a 25 percent by weight solution. The solution shall conform to:

| | |
|--------------------|---|
| Active Ingredient: | 25% (+/-1.0% by wt.) NaClO ₂ |
| Inert Ingredient: | 75% (+/-1.0% by wt.) H ₂ O |
| Appearance: | Pale yellow slightly hazy liquid |
| Shelf Life: | One year, minimum |

- C. Product Bulletins and Material Safety Data Sheets must be included in the bid package.
- D. Delivery: Deliveries of sodium chlorite shall be by drivers thoroughly trained and familiar with the related hazard, safety measures and spill cleanup procedures. ALL SPILLS AND LEAKAGE, REGARDLESS OF SIZE, SHALL BE PROPERLY AND IMMEDIATELY CLEANED UP BY BIDDER'S PERSONNEL.

Delivery of product shall be no more than five (5) working days after notification by authorized Mobile Area Water & Sewer System (MAWSS) personnel.

- E. Storage: An 8,100 gallon tank is available to store sodium chlorite at the E. Morgan Stickney Plant and a 7,500 gallon tank is available to store sodium chlorite at the Harry E. Myers Plant.

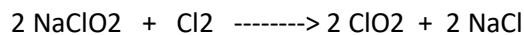
3. EQUIPMENT

- A. The bidder shall supply four (4) Chlorine Dioxide Generators. The generator equipment will consist of two (2) complete units at each treatment plant location. The first will be the primary operating unit, while the second unit will be a complete system back up which is capable of providing the entire treatment requirements. The primary unit shall be completely automatic with the capability of local and manual control. The back-up unit shall be a manual unit. Owner will accept redundant automatic units in lieu of one automatic and one manual at each plant.

Chlorine dioxide feed equipment shall be comprised of a process for chlorine dioxide generation utilizing sodium chlorite solution and chlorine gas. Reconditioned equipment will be accepted.

The feed system shall be capable of independently producing 750 pounds per day of chlorine dioxide. The feed system shall be arranged with equipment for automatic flow pacing to raw water plant flow.

The generator shall maintain a minimum yield efficiency of 95 percent chlorine dioxide from the reaction of chlorine and sodium chlorite. The yield efficiency shall be based on the stoichiometric reaction as follows:



The reaction of chlorine gas and sodium chlorite to form chlorine dioxide shall take place under vacuum and shall be achieved without the use of a separate mineral acid feed or without the excess chlorine feed method (adding chlorine in excess of the stoichiometric chlorine requirement in order to lower the process pH). Excess chlorine feed shall be considered as any amount greater than 5 percent of the chlorine feed that remains in the generator product as unreacted chlorine.

The ClO₂ dosage rate must be variable from 0.20 mg/L to 1.5 mg/L (ppm) at the desired plant flow rates without loss of generator efficiency.

Bidder shall supply a list of at least four systems including names and telephones numbers of facilities wherein they have installed and are currently servicing flow-paced chlorine dioxide systems.

- B. Yield Determination Analysis: The minimum yield of 95 percent chlorine dioxide from the reaction of the two specified chemicals shall be as a minimum. Yield shall be defined as the ratio of chlorine dioxide generated to the theoretical stoichiometric maximum.

The yield will be demonstrated by an amperometric analysis capable of differentiating between chlorine, chlorine dioxide, chlorite and chlorate. Analysis shall be confirmed by the AWWA Standard Method 4500-ClO₂ E Amperometric Method II [PROPOSED]. The theoretical stoichiometric maximum shall be determined from the feed rates of the two reacting chemicals.

- C. Chlorine Dioxide Generation Method: Chlorine dioxide shall be produced by reacting gaseous chlorine directly with a 25% liquid solution of sodium chlorite. The reaction shall be assisted with a water-operated ejector included with the generation equipment. Chlorine dioxide shall result from the complete reaction of the chlorine gas and sodium chlorite in a reaction column prior to dilution with water.

A certificate of analysis shall be provided for each truckload of sodium chlorite solution delivered.

- D. Generator Controls: The chlorine dioxide generation equipment to be furnished shall be controlled by a process controller, which will accept an input signal from either the front panel of the controller (local), or from a remote source (Control Room Computer, Plant Flow Meter). The remote signal shall be a 4-20 mA DC signal that will represent plant water flow or the required lbs/day of chlorine dioxide. The chlorine dioxide system controller shall also accept a dosage set point furnished by either a local set point (PPM) or another 4-20 mA DC signal (representing the PPM) from the control room computer or from a residual analyzer. The controller will combine these two signals and maintain the required chlorine dioxide production rate. Controllers required for the chlorine dioxide feed equipment shall use an industry standard protocol, which will allow future communication to existing "SCADA" system. Start-stop controls shall be furnished for local or remote operation of the generator system.

The controller shall supply a signal to the sodium chlorite control valve to begin the flow of sodium chlorite into the generator reaction column. The controller shall also monitor the sodium chlorite flow via a flow meter and maintain the sodium chlorite flow to provide the chlorine dioxide required by the set point.

The flow signal from the sodium chlorite flow meter will be matched by the controller to the system chlorine control valve, which in turn will respond by feeding the required amount of chlorine.

The process controller will maintain the ratio of chlorine to sodium chlorite. In addition, the chlorine control valve shall have a dosage adjustment, which can be used to fine tune the ratio of chemicals.

The automatic chlorine dioxide generation equipment shall be capable of automatic shut down and alarm due to the following failures:

1. No flow of chlorine gas: An excess vacuum signal shall indicate the failure.
2. No flow of sodium chlorite liquid: The flow meter measuring sodium chlorite flow shall measure and indicate the condition.
3. No ejector water flow: A flow switch in ejector water supply pipe shall be used.
4. Generator low water flow: A low vacuum signal shall indicate the failure.
5. Chlorine/Sodium Chlorite Ratio Deviation: The process controller shall determine an alarm due to the chlorine control valve feedback signal.
6. Chlorine Dioxide production Rate/Set Point Deviation: The process controller shall determine an alarm due to a comparison of the Set Point with the Process Variable.

An alarm panel shall be furnished at the chlorine dioxide system that will indicate failures as noted above. The system will not shut down unless the failure is present for a preset delay period, thereby preventing an unintended shutdown due to a momentary out of parameter condition.

All generation equipment stands and backboards shall be constructed from fiberglass or stainless steel. The control system and generator shall not exceed 8 feet and must contain all instruments and controls. Maximum depth of any cabinet shall not exceed 24 inches.

All materials in contact with chlorine dioxide shall be constructed of fiberglass reinforced plastic, plastic, or non-corrosive metal. All piping, materials and valves exposed to chlorine gas (under vacuum

conditions); sodium chlorite solution piping and valves; and chlorine dioxide solution piping and valves within the cabinets shall be constructed of Schedule 80 PVC or CPVC. Piping shall be furnished with sufficient unions to permit easy assembly and disassembly. All shutoff valves shall be true-union ball valves.

The electrical cabinet shall be of NEMA-4X construction.

- E. Chlorinator: A vacuum operated feed system with a capacity of 0-25 lbs/hr of chlorine gas will be dedicated to the chlorine dioxide generator.

The chlorinator vacuum regulator shall be cylinder mounted. A combination trap and heater assembly shall be supplied, if necessary. The heater shall be a cartridge type. A front panel controller shall be used to select automatic or manual control of the chlorine gas feed rate. Manual control shall be available for hand operation as necessary.

- F. Chlorine Dioxide Analyzer: Bidder will provide an inline Chlorine Dioxide Analyzer. The analyzer shall be installed in a suitable location for continuous monitoring of the chlorine dioxide produced from the Chlorine Dioxide Generator. This analyzer shall provide both a digital local display of the actual chlorine dioxide concentration along with an analog signal directly proportional to the actual concentration. This signal shall be available as an input to the current "SCADA" system.

The Chlorine Dioxide Analyzer shall utilize a sensor and photometric converter to accurately provide true chlorine dioxide concentration measurement. The analyzer shall utilize a split beam design that provides for compensation due to changing suspended solids, gas bubbles, optical window coating, as well as lamp intensity fluctuations.

The bidder shall install a sampling point at a location similar to existing location. The bidder shall install in their generator controls an Optex Control 4000 or equal.

4. ON-SITE TECHNICAL SUPPORT

Bidder shall perform routine inspections and preventative maintenance at each location on the system as required, but not to exceed intervals of four (4) weeks between such inspections and preventative maintenance. During each inspection, bidder's technician shall:

- a. Inspect the entire chlorine dioxide system and perform a generator efficiency test.
- b. Analyze plant treated water for chlorine dioxide.
- c. Analyze water entering flocculators, leaving flocculators, and leaving clarifiers for Total and Free Chlorine, utilizing the DPD method as outlined in Standard Methods for the Examination of Water and Wastewater, section 408E, also the Chlorine Dioxide residuals at these locations and in the Filters and finished water by utilizing the Modified DPD method as outlined in Standard Methods, Section 410C.
- e. Review plant control records to ensure maximum generator efficiency.
- f. Provide initial or additional training for plant operators as required to maintain proficiency of all involved PERSONNEL including the viewing of a Chlorine Dioxide Safety Video.
- g. Complete and submit a field service report form detailing items A-F above as a written record of services provided, and as a formal request for any changes that may be necessary.

Bidder shall absorb the cost of the inspection and preventative maintenance program set out above.

5. STARTUP AND TRAINING

The manufacturer of the chlorine dioxide feed systems shall furnish a factory trained representative for a minimum two (2) day period for each feed system supplied. Each day shall be considered as 8 hours. The factory-trained representative shall perform the following:

- a. Install and put each piece of equipment into initial service.
- b. Train and instruct the operating personnel in the proper operation of the equipment and in the proper maintenance of the equipment.
- c. Instruct the plant operating personnel about chlorine dioxide:
 1. Physical properties of chlorine dioxide, sodium chlorite and gaseous chlorine.
 2. The chemistry of chlorine dioxide generation.
 3. Optimization and control of chlorine dioxide generation systems.
 4. Maintenance of chlorine dioxide generation systems.
 5. Safety procedures in the operation and maintenance of chlorine dioxide systems.
- d. Provide two (2) days for laboratory personnel to cover the following:
 1. Physical properties of chlorine dioxide, sodium chlorite and chlorine.
 2. Chlorine dioxide generation chemistry; laboratory and plant scale.
 3. Sampling for chlorine dioxide determinations.
 4. Analytical procedures for measuring residual chlorine dioxide in combination with other chlorine species.
 5. Analytical procedures for measuring generator yields and reaction byproducts.
 6. Safety procedures in the use and handling of chlorine dioxide, sodium chlorite and chlorine in the laboratory including the viewing of a safety video.

6. ANALYTICAL SERVICES

Bidder shall provide the following tests, as per EPA's methodology during the life of this Agreement. Testing must be performed by a certified, independent laboratory using an Ion Chromatograph. Bidder shall absorb all testing and shipping costs. Bidder shall provide EPA proficiency test request and EPA certified lab number.

- a. Chlorite analysis (treated water) - 5 per plant per month at established sampling locations in the distribution system.
- b. Chlorate analysis (treated water) - 4 per plant per month at established sampling locations in the distribution system.

7. MAINTENANCE

Equipment maintenance is the responsibility of the contractor. Due to the importance of the generated product in the production of the potable water, it will be a requirement that maintenance service shall be provided by the Contractor within 48-hours of notification that the unit(s) needs servicing. Within four (4) hours of notification that the unit(s) needs service, the Contractor shall communicate verbally with the Owner what action he intends to take to correct the problem(s).

Cost associated with the maintenance shall be included in the cost of providing chlorine dioxide generation facilities.

8. **TERMINATION**

In the event the chlorine dioxide equipment is no longer required or desired, or a different bidder is successful, bidder will be given 30 days notice and shall remove equipment at bidder's expense.

END OF SPECIFICATIONS

IFB 25-040 Annual Contract for Sodium Chlorite, Equipment, and Services
PROPOSAL

TO: THE BOARD OF WATER AND SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA

Submitted: _____
(Date)

The undersigned, as Bidder, hereby declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Specifications for the Work and contractual documents relative thereto, and has read all General Conditions and Special Provisions furnished; and that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the Board of Water and Sewer Commissioners of the City of Mobile, Alabama in the form of contract specified to furnish all materials, and perform all of the work necessary to provide:

**SODIUM CHLORITE, CHLORINE DIOXIDE CHEMICAL
GENERATION EQUIPMENT, AND SERVICES
FOR THE EM STICKNEY AND HE MYERS
WATER TREATMENT FACILITIES**

In full and complete accordance with the shown, noted, described and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Water and Sewer Commissioners of the City of Mobile, Alabama with a definite understanding that no money will be allowed for extra work/services except as set forth in the attached General Conditions and other Contract Documents for the lump sum or unit prices listed opposite each item.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for the item in which it most logically is included.

The quantities for bid items listed on the Proposal sheet are estimated quantities only for the purpose of comparing bids. Any differences between these estimated quantities and actual quantities required for the contract shall not be taken as a basis for claims by the contractor/vendor for extra compensation. Compensation will be based on the lump sum or unit prices and actual purchased quantities.

The Bidder further proposes and agrees hereby to commence the Work with adequate resources to efficiently and effectively perform the services as described herein for the full duration of the contract at the time stated in the notice to the contractor/vendor from MAWSS to proceed.

The undersigned further agrees that in case of failure on his part to sign & execute the said Contract within 10 consecutive calendar days after written notice being given of the award of the Contract, the award will be voided and the bid will be awarded to the next responsible bidder.

Upon submission by the first party of invoices for the delivery of chemicals in connection with this contract, payment for said deliveries shall be made within thirty days after acceptance and approval by the second party.

**IFB 25-040 Annual Contract for Sodium Chlorite, Equipment, and Services
PROPOSAL – BID DOCUMENT
PAGE 3**

| <u>ITEM NO.</u> | <u>DESCRIPTION</u> | <u>UNIT OF MEASURE</u> | <u>EST QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|-----------------|--|------------------------|---------------------|-------------------|--------------|
| 1. | Chlorine Dioxide Facilities & Sodium Chlorite | Pound | 750,000/Year | \$ _____ | \$ _____ |
| | | | | TOTAL BID | \$ _____ |
| 2. | NSF 60 Certified? | (Y) Yes | (N) No | | |
| 3. | EPA Registration Number: _____ | | | | |
| 4. | Did you include Affidavit of Compliance with AWWA B303-18? | (Y) Yes | (N) No | | |
| 5. | Did you include four (4) references? | (Y) Yes | (N) No | | |

Delivery Time ARO _____
(after receipt of order)

Company Name _____ Payment Terms _____

Address _____

City, State, Zip _____

Submitted By _____ Title _____
Please Print

Phone _____ Email Address _____
Please Print

The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to all of the terms and conditions of this agreement.

Signature _____ Date _____

NAME AND ADDRESS OF CHEMICAL SUPPLIER: _____

NOTE: Pricing to be firm for the entire contract period. All delivery costs to be included in your per pound pricing. No additional costs or surcharges of any kind will be allowed. The Contract will be for one year with the option of two (2) additional one-year extensions with written approval from both parties. There are no guaranteed quantities of Sodium Chlorite that will be purchased for this contract. Purchases will be made on an as needed basis. Purchase Order numbers are required for all purchases.

IFB 25-040 Annual Contract for Sodium Chlorite, Equipment, and Services
SPECIAL PROVISIONS AND AMENDMENTS
TO THE BOARD'S STANDARD SPECIFICATIONS SECTION 10

10.26 STANDARD SPECIFICATIONS FOR SANITARY SEWERS, WATER MAINS, AND SEWAGE PUMPING STATIONS:

All work under this Contract shall be performed in accordance with the Board of Water and Sewer Commissioners of the City of Mobile, Alabama "Standard Specifications for Water Mains, Sanitary Sewers and Sewage Pumping Stations," (referred to as the "Board's Standard Specifications") dated April 1993, latest revision, and as amended herein. Copies of these Standard Specifications are on file at the office of the Board of Water and Sewer Commissioners of the City of Mobile, Mobile, Alabama.

10.27 DESCRIPTION:

The Work consists of furnishing all labor, material, equipment and incidentals necessary for supplying chlorine dioxide chemicals and facilities in Mobile, Alabama in strict accordance with the Specifications.

10.28 REPORTS, RECORDS AND DATA:

The Contractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract.

The Contractor shall coordinate at least 2 hours in advance any onsite visits required with the Treatment Plant Operator III, John Jordan (phone number 251-378-3492).

10.29 BASIS OF PAYMENT:

A. GENERAL: The unit price bid for the various items shall be compensation in full for furnishing all materials, labor, equipment, chemicals, service and incidentals for the item in place complete in every detail.

B. CHLORINE DIOXIDE FACILITIES AND PRECURSOR CHEMICALS: The unit price bid shall be compensation in full for supplying and delivering on site sodium chlorite precursor chemical on a per pound basis for three (3) years. The cost of other incidental precursor chemicals needed for manufacturer of chlorine dioxide (other than those supplied by the Owner) shall be at no additional cost of the Owner. It is estimated that the average usage per year of sodium chlorite by the Owner is 750,000 pounds.

The unit price bid shall also include all services, training, equipment installation, maintenance, reporting, and other incidentals services or items described in the Contract Documents and Specifications.

All equipment shall remain the property of the Contractor and at the end of the Contract period (including any extensions) the Contractor may be requested to remove the equipment at the Contractor's expense.

10.30 SUPERVISION OF INSTALLATION:

The Contractor shall employ a factory trained engineer to supervise the installation and alignment of all items of mechanical and electrical equipment. He shall see that all items of equipment are installed, piped, and wired, meeting the requirements of the Specifications and in accordance with the manufacturer's recommendations. The Contractor shall place all equipment in satisfactory operation and demonstrate such.

10.31 WARRANTY:

The Contractor shall remedy any defects in the Work and pay for any damage to other work resulting therefrom which shall appear within the contract period. Neither the final certificate of payment, nor any provisions in the Contract Documents nor partial or entire use or occupancy of the premises by the owner shall constitute an acceptance of work not done in accordance with the Contract Documents, or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

10.32 TERMINATION:

The Owner, in its sole discretion and at its own convenience, may terminate this Contract immediately at any time and without cause by written notice to the Contractor. In such event, the Contractor shall be paid for that portion of the services properly provided to the date of termination and reasonable expenses actually incurred by the Contractor as a result of the termination. The Contractor shall not be entitled to prospective profits on that portion of the services that is not rendered. The Contractor shall have a reasonable amount of time in which to terminate its activities after a receipt of notice of termination.

If the Contract is terminated prior to three (3) years, the Owner shall prorate appropriate compensation to the Contractor for depreciation of the supplied equipment as well as labor performed for the installation of said equipment. This compensation shall be based upon receipt of appropriate documentation of these prices from the Contractor within a timely manner (30 days).

IFB 25-040 Annual Contract for Sodium Chlorite, Equipment, and Services
INSURANCE REQUIREMENTS

- A. General: The Supplier shall provide insurance in accordance with the required specifications. A current certificate of insurance must be provided with your bid. MAWSS does not need to be named as an additional insured on this certificate until bid is awarded.
- B. Supplier Coverage: The Supplier shall not commence work under this Contract until he has obtained all insurance required under the following paragraphs and until such insurance has been approved by the Owner, nor shall the Supplier allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. If the subcontractor does not take out insurance in his own name, the Supplier shall provide such insurance protection for the subcontractor and such subcontractor's employees.
- C. Casualty Insurance: The following insurance coverages (with limits not less than specified herein) shall be maintained by the Supplier for the duration of the Contract, affording coverage for any claim arising out of Supplier's operations herein, whether by the Supplier or by any subcontractor or by any Employee or Agent of either:
1. Claims of employees under Worker's Compensation and other similar employee benefit acts, including claims because of bodily injury, occupational sickness or disease, or death.
 2. Claims arising out of bodily injury, sickness, disease, or death of any person other than employee.
 3. Claims for damages arising out of libel, slander, false arrest, detention or imprisonment, malicious prosecution, defamation or violation of right of privacy, wrongful entry or eviction or other right of private occupancy, including claims as a result of an offense related to the employment of a claimant by Contractor (so-called "Personal Injury").
 4. Claims arising out of damage to or destruction of tangible property, including loss of use.
 5. The Supplier shall furnish certification of insurance and policies verifying that the above coverages are in effect before commencing any work, and that each policy is endorsed to give the Owner 30 day notice in writing in the event of cancellation or material change therein.

Policies of Insurance shall state that the Owner and the Owner's employees be named as additional insureds on the Supplier's Automobile Liability and Commercial General Liability policies. In respect to Worker's Compensation, a Waiver of Subrogation shall be issued in favor of the Owner. If Supplier is exempt from Worker's Compensation, the Supplier shall provide written documentation as to why they are exempt. Where applicable, the U.S. Longshore and Harbor Workers' Compensation Act Endorsement shall be attached to the policy. Where applicable, the Maritime Coverage Endorsement (to include coverage under Jones Act) shall be attached to the policy. Both the U. S. Longshore and Harbor Workers and the Maritime Coverage shall have limits equal to or greater than the employer's liability coverage.

6. Rated by AM Best – A- or better. For nonadmitted companies, a rating of A or better by AM Best.
 - a. At the discretion of the Board, worker's compensation insurance may be placed through a qualified worker's compensation self-insurance fund.

b. **Limits of Liability:**

| | |
|-------------------------------------|--|
| Worker's Compensation | Statutory |
| Employers' Liability | \$500,000 Each Accident \$500,000 by Disease, Policy Limit \$500,000 by Disease, Each Employee |
| Commercial Automobile | \$1,000,000 Each Accident Bodily Injury and Property Damage Combined Business Auto Includes All Owned, Leased, Hired and Non-Owned Automobiles |
| Commercial General Liability | \$1,000,000 per Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate per Project \$2,000,000 Products & Completed Operations Aggregate \$100,000 Fire Damage Liability |

Umbrella Liability: In addition to the basic limits previously set out for Commercial General Liability, Products and Completed Operations, Automobile Liability and Worker's Compensation and Employer's Liability, Suppliers shall provide Umbrella Liability limits of \$5,000,000 per occurrence and aggregate. Coverage shall be issued with a "pay on behalf of" wording, including Personal Injury and other extensions, and provide coverage at least as broad as that afforded by the primary insurance policies.

Extensions (only if applicable):

| | |
|--------------------------------|--|
| Blanket Contractual Liability | Blanket Collapse and Underground Coverage |
| Personal Injury | Broad Form Property (including Completed Operations) |
| Host Liquor Liability | Employees as Additional Insureds |
| Non-owned Watercraft Liability | Incidental Medical Malpractice |
| Worldwide Products | Extended Bodily Injury (Assault and Battery) |
| Fire Legal Liability | |
| Newly Acquired Organizations | |

When and if the use of explosives for blasting purposes appears necessary or desirable, such methods shall not be undertaken without written authorization of the Owner, and then only provided that acceptable extensions of liability coverage have been obtained specifically to include the explosion ("X") hazard and the collapse ("C") hazard. The policy of general liability shall include the special underground property damage coverage (providing the so-called "U" hazard) on a blanket basis.

D. **Owner's Protective Liability:** The Supplier shall furnish from a carrier acceptable to the Owner, a policy of liability insurance, commonly called "Owner's Protective Liability" in the name of the Board of Water and Sewer Commissioners of the City of Mobile, d/b/a MAWSS, providing "Independent Contractor's Coverage" for the operations embraced by this Contract with limits of \$1,000,000 bodily injury and \$1,000,000 property damage. Policy shall be endorsed that the premium is to be paid by the named Supplier.

END OF INSURANCE