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# **SUPPLY OF FERRIC CHLORIDE AND/OR FERRIC SULFATE**

*for the*

*North Davis Sewer District*

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Bid Proposal, Specification of Requirements, and Agreement

**March 2010**

NORTH DAVIS SEWER DISTRICT

Supply of Ferric Chloride and/or Ferric Sulfate

March 2010

North Davis Sewer District  
4252 West 2200 South  
Syracuse, Utah 84075  
(801) 825-0712

Bids will be received at the office of the North Davis Sewer District located at 4252 West 2200 South, Syracuse Utah 84075 until 3:00 pm on March 12, 2010

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Notice to Award

**BID PROPOSAL**

The following Proposal is hereby made to the:

North Davis Sewer District  
4252 West 2200 South  
Syracuse, Utah 84075

**DOCUMENTS:** This proposal is a complete document that includes Bid Proposal and Technical Specifications.

**PROJECT:** North Davis Sewer District –Supply of Ferric Chloride and/or Ferric Sulfate

**PROPOSAL:**

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**Description**

- 1.1 The District owns and operates a wastewater treatment plant located at 4252 West 2200 South in Syracuse, Utah. The District’s treatment process utilizes Ferric Chloride and/or Ferric Sulfate for both odor control and the reduction of hydrogen sulfide. The yearly usage of Ferric Chloride and/or Ferric Sulfate is around 100,000 gallons.
- 1.2 The District is desirous of entering into an Agreement with a chemical supplier for the supply, delivery, and offload of either Ferric Chloride and/or Ferric Sulfate into the Districts storage vessels. Once an order has been placed, it’s the Supplier’s responsibility to set up a scheduled delivery date, and notify the District if a scheduled delivery date cannot be made. The Supplier’s driver shall be responsible for all connections, and clean up of any spilled chemical. District staff must be notified of all spills regardless of size. The proposal shall include all associated charges such as delivery fees, fuel surcharges, or any other misc fees.
- 1.3 The Ferric Chloride and/or Ferric Sulfate solutions need to meet or exceed the solution concentrations specified in “Attachment A”. The Supplier shall supply quarterly laboratory analyses to show concentrations supplied meet concentrations specified in “Attachment A”. The term of the Agreement is to be three years.

**For the Sum Price of \_\_\_\_/Pound \$ \_\_\_\_\_**

OWNER'S RIGHTS RESERVED: The undersigned Supplier understands that the OWNER reserves the right to reject any or all of the Bid Proposal or to waive any informality or technicality in Proposal in the interest of the OWNER.

**THE ABOVE PROPOSAL IS RESPECTFULLY SUBMITTED BY:**

SUPPLIER: \_\_\_\_\_

LICENSE NO.: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

**-END OF PROPOSAL-**

**NORTH DAVIS SEWER DISTRICT  
SPECIFICATION OF REQUIREMENTS  
FOR  
SUPPLY OF FERRIC CHLORIDE AND/OR FERRIC SULFATE**

TECHNICAL REQUIREMENTS

SECTION 1 SPECIFICATION OF REQUIREMENTS

- 1.4 The District owns and operates a wastewater treatment plant located at 4252 West 2200 South in Syracuse, Utah. The District's treatment process utilizes ferric chloride and/or ferric sulfate for both odor control and the reduction of hydrogen sulfide. The yearly usage of Ferric Chloride and/or Ferric Sulfate is around 100,000 gallons.
- 1.5 The District is desirous of entering into an Agreement with a chemical supplier for the supply, delivery, and offload of either Ferric Chloride and/or Ferric Sulfate into the District's storage vessels. Once an order has been placed, it's the Supplier's responsibility to set up a scheduled delivery date, and notify the District if a scheduled delivery date cannot be made. The Supplier's driver shall be responsible for all connections, and clean up of any spilled chemical. The proposal shall include all associated charges such as delivery fees, fuel surcharges, or any other misc fees.
- 1.6 The Ferric Chloride and/or Ferric Sulfate solutions need to meet or exceed the solution concentrations specified in "Attachment A". The Supplier shall supply quarterly laboratory analyses to show concentrations supplied meet concentrations specified in "Attachment A". The term of the Agreement is to be three years.

SECTION 2 DURATION

- 2.1 This Agreement shall remain in full force and effective from approximately April 1, 2010 through March 31, 2013.

SECTION 3 GENERAL

- 3.1 The Supplier shall perform the following:
  - a. The Supplier shall acknowledge placement of the order and set up a scheduled delivery date with District staff member placing the order. Supplier shall deliver the quantity of Ferric Chloride and/or Ferric Sulfate ordered and off load it into the District's storage vessels.

#### SECTION 4 DAMAGE TO DISTRICT FACILITIES

- 4.1 **Any damage caused by the Supplier to facilities are to be repaired or replaced immediately at the expense of the Supplier and to the satisfaction of the District. All spills must be reported to the Plant Superintendent.**

#### SECTION 5 PAYMENTS BY DISTRICT

- 5.1 Payment is to be made by the District on a monthly basis unless otherwise agreed upon in writing by the parties. The Supplier shall submit an invoice to the District at the conclusion of each delivery.

#### SECTION 6 INDEPENDENT CHEMICAL SUPPLIER

- 6.1 The bidder shall be a legally licensed chemical supplier in connection with the chemical provided and is not, in any way, to be considered as an employee, agent or representative of the District.

#### SECTION 7 PERFORMANCE AND PAYMENT BONDS

- 7.1 Performance and Payment Bonds are waived.

#### SECTION 8 INDEMNIFICATION OF DISTRICT

- 8.1 The Supplier shall indemnify the District and all officers and agents thereof against all damages, costs, or expenses in law or equity which may, at any time, arise or result from damage to property or from personal injury received by reason of or in the course of performing any work in connection with this Contract, which damages or injuries are occasioned by any negligent act or omission to act on the part of the Supplier or any of its servants, agents, or employees or any subcontractor performing any of the work contemplated by or under this Agreement, or by reason of any infringement or alleged infringement of the patent right of any person or persons, firm, or corporation in consequences of the use in or about the work of any article or materials supplied or installed under this Contract.

The District shall not be liable or responsible for any accident, loss, damage, happening to the works referred to in this Agreement prior to the completion and acceptance of the same.

## SECTION 9 INSURANCE REQUIREMENTS

9.1 The Supplier shall not commence work under this Agreement until he has obtained, as a minimum, the insurance required hereunder and evidence of such insurance has been submitted to and approved by North Davis Sewer District (hereafter known as "Owner" for this section only). The submittal of said evidence to the Owner shall not relieve or decrease the liability of the Supplier hereunder -

A. Worker's Compensation & Employers Liability Insurance to comply with the provisions of the Workmen's Compensation Act and Occupational Disease Disability Act for the State of Utah, the Utah Unemployment Compensation Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act and all other legislation, federal, and state, applicable to the work contemplated by this Agreement, and to make all payment, returns and reports required by such Acts.

B. Commercial General Liability Insurance – 1986 CGL Occurrence Policy, with –

Limits of not less than –

1. General Aggregate	\$1,000,000
2. Products – Comp/OPS Aggregate	1,000,000
3. Personal & Advertising Injury	300,000
4. Each Occurrence	300,000
5. Fire Damage (any one fire)	50,000
6. Medical Expense (any one person)	5,000

Endorsements attached thereto including the following or their equivalent-

a. ISO Form CG 25 01, Amendment of Limits of Insurance (Designated Project or Premises) describing the subject Contract and specifying limits as shown above.

b. ISO Form CG 20 10, Additional Insured – Owners, Lessees, or Contractors (Form B), naming the Owner as additional insured and containing the following statement – "This Endorsement Also Constitutes Primary Coverage In The Event Of Any Occurrence Claim, Or Suit".

C. Automobile Liability Insurance, with -

1. Limits or not less than \$500,000. Combined Single Limit per accident.

2. Coverage applying to Any Auto.

- D. Certificate of Insurance, On ACORD 25-2 (current issue) Form, or equivalent, filed with the Owner identifying -
1. Owner, as defined in the Contract Agreement, as Certificate Holder and Additional Insured.
  2. Endorsements, as listed above. (Note: If forms other than ISO forms are used, copies of the non-ISO forms are to be attached to this certificate.)
  3. Project as defined in the Contract Agreement.
  4. Cancellation clause of the certificate amended to read, “Should any of the above described policies be cancelled before the expiration thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.”
- E. Insurance Companies Providing Coverage – All companies listed must be rated “A” or better in the A.M. Best Company Key Rating Guide—Property-Casualty, current edition.
- F. The Name, Address, and Telephone Number of the “Producer” – The certificate to bear an original signature of the Authorized Representative of the Producer. Facsimile or mechanically reproduced signatures will not be accepted.

The Supplier further agrees to indemnify and hold the District harmless from and against any and all liability, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and counsel fees, arising from or growing out of any injury to or death of any person or person, whomsoever, or for loss of or damage of any person carrying on the work herein specified.

## SECTION 10 SUBCONTRACTORS

- 10.1 No part of the work shall be sublet or assigned by the Supplier without the prior written approval of the District.

## SECTION 11 DISTRICT’S OBLIGATIONS

- 11.1 Notify the Supplier immediately of any damage to the facilities caused by the Supplier.

## SECTION 12 TERMINATION FOR BREACH

- 12.1 Should the Supplier default in the performance of any requirement contained herein, the job performance is deemed unsatisfactory by the District staff, or the Ferric Chloride and/or Ferric Sulfate concentrations do not meet the specifications stated in "Attachment A", the District may immediately terminate this Agreement by written notice to the Supplier and such termination shall be effective upon delivery of such Notice.

**-END OF TECHNICAL REQUIREMENTS-**

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between NORTH DAVIS SEWER DISTRICT (hereafter referred to as the "District") of 4252 West 2200 South, Syracuse City, Davis County, State of Utah, and \_\_\_\_\_, Davis County, State of Utah, (hereinafter referred to as the "Supplier") as follows:

### RECITALS

- 1.7 The District owns and operates a wastewater treatment plant located at 4252 West 2200 South in Syracuse, Utah. The District's treatment process utilizes ferric chloride and or ferric sulfate for both odor control and the reduction of hydrogen sulfide. The yearly usage of Ferric Chloride and/or Ferric Sulfate is around 100,000 gallons.
- 1.8 The District is desirous of entering into an Agreement with a chemical supplier for the supply, delivery, and offload of either Ferric Chloride and/or Ferric Sulfate into the District's storage vessels. Once an order has been placed, it's the Supplier's responsibility to set up a scheduled delivery date, and notify the District if a scheduled delivery date cannot be made. The Supplier's driver shall be responsible for all connections, and clean up of any spilled chemical. The proposal shall include all associated charges such as delivery fees, fuel surcharges, or any other misc fees included in the cost per pound.
- 1.9 The Ferric Chloride and/or Ferric Sulfate solutions need to meet or exceed the solution concentrations specified in "Attachment A". The Supplier shall supply quarterly laboratory analyses to show concentrations supplied meet concentrations specified in "Attachment A". The term of the Agreement is to be three years.

NOW, THEREFORE, in consideration of the promises, covenants and conditions contained herein, the District and the Supplier do hereby agree as follows:

THIS AGREEMENT shall remain in full force and effect from April 1, 2010 to March 31, 2013, provided, however, that either party may sooner terminate the Agreement with thirty (30) days written notice to the other party.

1. OBLIGATIONS OF THE SUPPLIER

During the term of this Agreement, the Supplier shall be required to perform everything specified in specifications of work attached hereto, including the following work:

1.1 The Supplier shall acknowledge placement of the order and set up a scheduled delivery date with District staff member placing the order. Supplier shall deliver the quantity of Ferric Chloride and/or Ferric Sulfate ordered and off load it into the District's storage vessels.

2. PAYMENT BY DISTRICT

The District agrees to pay the Supplier the total cost not to exceed \$\_\_\_\_\_ per Pound. Payment is to be made by the District on a monthly basis unless otherwise agreed upon in writing by the parties. The Supplier shall submit an invoice to the District at the conclusion of each delivery.

3. SUPPLIER

The Supplier is a legally licensed independent chemical supplier in connection with the work provided for herein and is not in any way to be considered as an employee, agent or representative of the District. All Supplier employees must be 18 years or older.

4. INDEMNIFICATION OF DISTRICT

The Supplier shall indemnify the District and all officers and agents thereof against all damages, costs, or expenses in law or equity which may, at any time, arise or result from damage to property or from personal injury received by reason of, or in the course of, performing any work in connection with this Agreement, which damages or injuries are occasioned by any negligent act or omission to act on the part of the Supplier or any of its servants, agents, or employees or any subcontractor performing any of the work contemplated by or under this Agreement, or by reason of any infringement or alleged

infringement of the patent right of any person or persons, firm, or corporation in consequences of the use in or about the work of any article or materials supplied or installed under this Contract. The District shall not be liable or responsible for any accident, loss, damage, happening to the works referred to in this Agreement prior to the completion and acceptance of the same.

5. INSURANCE REQUIREMENTS

The Supplier shall not commence work under this Agreement until he has obtained, as a minimum, the insurance required hereunder and evidence of such insurance has been submitted to and approved by North Davis Sewer District (hereafter known as “Owner” for this section only). The submittal of said evidence to the Owner shall not relieve or decrease the liability of the Supplier hereunder -

A. Worker’s Compensation & Employers Liability Insurance to comply with the provisions of the Workmen’s Compensation Act and Occupational Disease Disability Act for the State of Utah, the Utah Unemployment Compensation Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act and all other legislation, federal, and state, applicable to the work contemplated by this Agreement, and to make all payment, returns and reports required by such Acts.

B. Commercial General Liability Insurance – 1986 CGL Occurrence Policy, with –

1.	Limits of not less than –	
1.	General Aggregate	\$1,000,000
2.	Products – Comp/OPS Aggregate	1,000,000
3.	Personal & Advertising Injury	300,000
4.	Each Occurrence	300,000
5.	Fire Damage (any one fire)	50,000
6.	Medical Expense (any one person)	5,000

2. Endorsements attached thereto including the following or their equivalent-
  - c. ISO Form CG 25 01, Amendment of Limits of Insurance (Designated Project or Premises) describing the subject Contract and specifying limits as shown above.
  - d. ISO Form CG 20 10, Additional Insured – Owners, Lessees, or Contractors (Form B), naming the Owner as additional insured and containing the following statement – “This Endorsement Also Constitutes Primary Coverage In The Event Of Any Occurrence Claim, Or Suit”.
- C. Automobile Liability Insurance, with -
  - a. Limits or not less than \$500,000. Combined Single Limit per accident.
  - b. Coverage applying to Any Auto.
- D. Certificate of Insurance, On ACORD 25-2 (current issue) Form, or equivalent, filed with the Owner identifying -
  - a. Owner, as defined in the Contract Agreement, as Certificate Holder and Additional Insured.
  - b. Endorsements, as listed above. (Note: If forms other than ISO forms are used, copies of the non-ISO forms are to be attached to this certificate.)
  - c. Project as defined in the Contract Agreement.
  - d. Cancellation clause of the certificate amended to read, “Should any of the above described policies be cancelled before the expiration thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.”
- E. Insurance Companies Providing Coverage – All companies listed must be rated “A” or better in the A.M. Best Company Key Rating Guide—Property-Casualty, current edition.
- F. The Name, Address, and Telephone Number of the “Producer” – The certificate to bear an original signature of the Authorized Representative of the Producer. Facsimile or mechanically reproduced signatures will not be accepted.

The Supplier further agrees to indemnify and hold the District harmless from and against any and all liability, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and counsel fees, arising from or growing out of any injury to or death of any person or persons, whomsoever, or for loss of or damage to any person carrying on the work herein specified.

6. TERMINATION FOR BREACH

Should the Supplier default in the performance of any requirement contained herein, job performance is deemed unsatisfactory by the District staff, or the Ferric Chloride and/or Ferric Sulfate concentrations do not meet the specifications stated in "Attachment A", the District may immediately terminate this Agreement by written notice to the Supplier and such termination shall be effective upon delivery of such Notice.

7. SUBCONTRACTORS

No part of this Agreement shall be sublet or assigned by the Supplier without the prior written approval of the District.

8. ATTORNEY'S FEES IN CASE OF DEFAULT

In the event either party defaults in the performance of this Agreement, the other party shall be entitled to recover attorney's fees and court costs connected with the enforcement of the Agreement.

IN WITNESS WHEREOF the District and \_\_\_\_\_ (Supplier) have signed this Agreement the day and year first above written.

**NORTH DAVIS SEWER DISTRICT**

**SUPPLIER**

By: \_\_\_\_\_  
Kevin Cowan, P.E  
District Manager

By: \_\_\_\_\_  
Supplier

ATTEST:

\_\_\_\_\_  
Kail J. Sanford  
Clerk of the Board of Trustees

## ATTACHMENT A

The following is a minimum concentration that will be accepted as part of the Ferric Chloride and/or Ferric Sulfate bid proposal.

**Ferric Chloride - 36% Concentration, 13% Total Iron Concentration.**

**Ferric Sulfate – 46% Concentration, 13% Total Iron Concentration.**

Since metals are a permit parameter for the District, the following is a guideline for metals contained within the solution. At no time can any metal exceed 50% of the listed concentrations.

Analysis	Value	Per Unit
Total Organic Carbon	5.0	ppm
Chloride	37	ppm
Cyanide	1.0	ppm
Fluoride	12	ppm
Aluminum	57	ppm
Antimony	0.2	ppm
Arsenic	0.2	ppm
Barium	0.05	ppm
Beryllium	0.05	ppm
Bismuth	0.05	ppm
Boron	75	ppm
Calcium	82	ppm
Cadmium	0.05	ppm
Chromium	39	ppm
Cobalt	0.05	ppm
Copper	16	ppm
Iron	Matrix	ppm
Lanthanum	0.02	ppm
Lead	0.05	ppm
Lithium	0.2	ppm
Magnesium	35	ppm
Manganese	276	ppm
Mercury	0.2	ppm
Molybdenum	12	ppm
Nickel	33	ppm
Niobium	0.2	ppm

Analysis	Value	Per Unit
Phosphorus	0.2	ppm
Potassium	300	ppm
Selenium	0.2	ppm
Silicon	120	ppm
Silver	.05	ppm
Sodium	300	ppm
Strontium	.470	ppm
Sulfur	Matrix	ppm
Tellurium	0.2	ppm
Thallium	4	ppm
Thorium	0.2	ppm
Tin	0.2	ppm
Titanium	12	ppm
Tungsten	0.2	ppm
Vanadium	.275	ppm
Yttrium	.05	ppm
Zinc	10	ppm
Zirconium	44	ppm
Nitrite	27	ppm
Nitrate	34	ppm