

April 28, 2026

## **Invitation for Bid**

### Liquid Polyaluminum Chloride for Water Treatment

#### **I. INTENT OF SOLICITATION**

Competitive sealed bids are solicited from qualified chemical suppliers to provide liquid polyaluminum chloride to the Metropolitan Water District of Salt Lake & Sandy (Metro Water) for a term of one (1) year at fixed prices.

Potential suppliers must meet applicable American Water Works Association (AWWA) Standards, National Sanitation Foundation (NSF)/American National Standards Institute (ANSI) 60 Standard and Metro Water's specifications for Liquid polyaluminum chloride.

#### **II. BACKGROUND**

Metro Water is a wholesale provider of treated water to Salt Lake City Public Utilities Department, Sandy City Public Utilities Department, and others. Metro Water owns and operates two (2) water treatment plants, the Little Cottonwood Water Treatment Plant (LCWTP) and the Point of the Mountain Water Treatment Plant (POMWTP), (collectively called the Treatment Plants). The Treatment Plants have full conventional treatment. Liquid polyaluminum chloride is the primary coagulant at the POMWTP.

The estimated annual dry weight equivalent of Liquid polyaluminum chloride used at POMWTP is 200,000 pounds (lbs.). Actual quantities will vary. Forces of nature, raw water quality, and other factors will determine the amount of liquid polyaluminum chloride required. For a more complete description of product and/or service requirements refer to Exhibit A of the attached Sample Agreement.

Because of the volatility in pricing for raw materials and other factors, contracts will be limited to a one-year term. Prices are to remain fixed for such term.

#### **III. WRITTEN AGREEMENT REQUIRED**

The selected supplier will be required to enter into a written agreement with Metro Water (see Attachment A, Sample Agreement). Metro Water reserves the right to make any minor or corrective changes in the form of the Sample Agreement before signature.

Please note the Sample Agreement has been updated from previous years' version to provide the selected supplier must submit ANSI/National Sanitation Foundation (NSF) Standard No. 60 certification or *equivalent as approved by the Division of Drinking Water (DDW)* from point of origin of the product to Metro Water's facilities.

Bidders are advised to read thoroughly the Sample Agreement. Bidder's signature on any bid submitted in response to this invitation for bid will serve as an agreement that bidder is willing to enter into the Sample Agreement, in the form attached, if awarded the contract. Statements that a bid is qualified or contingent upon Metro Water accepting one or more proposed agreement modifications are not effective.

Bidders should pay particular attention to insurance requirements specified in Exhibit B of the Sample Agreement. Proposed pricing must include all insurance costs. The selected supplier will be required to provide insurance certificates at the time of notification of conditional contract award.

#### **IV. SUBMISSION OF BIDS**

Bids shall be submitted through Utah Public Procurement Place (U3P) and received by 9:00 a.m. on Tuesday, May 19, 2026 at which time they will be publicly opened and read aloud. All bids must be submitted on the form shown as Exhibit C of the Sample Agreement. The form must be signed by a representative of the company having the legal authority to bind the bidder. Metro Water may require evidence of legal authority as a condition to Metro Water signing the Agreement.

#### **V. CONTENT OF BID**

All bids submitted must include at least the following information:

- A. Exhibit C, Schedule of Fees, of the Sample Agreement must be filled out and returned. All bids must be in U.S. dollars. Contact information for the responsible person shall be included.
- B. A recent certificate of analysis showing the potential supplier's ability to meet the specifications for Liquid polyaluminum chloride outlined in Exhibit A of the sample Agreement.
- C. Acceptable evidence of NSF/ANSI 60 certification *or equivalent as approved by the Division of Drinking Water (DDW)*, and compliance with AWWA B408, of latest revision, for liquid polyaluminum chloride.
- D. A brief description of raw material sourcing and the manufacturing process. Bidders must make note of any recycled materials that are used.

Bids received that do not contain the above items may be rejected. Bids that purport to include standard bidder terms and conditions relating to payment, warranties, limitations on remedies and the like may be rejected. If such bids are not rejected, any such standard bidder terms and conditions will not apply and will be superseded by the Agreement that must be executed by the successful bidder.

#### **VI. SUBMISSION DEEMED AGREEMENT**

Bidder's signature indicates bidder's agreement to be governed by Metro Water's Procurement Regulations, Chapter 6 of Metro Water's Policies and Procedures, and to comply with all terms and conditions described in all solicitation documents.

By the submission of any bid the bidder represents and warrants the factual matters stated in the bid.

#### **VII. DISQUALIFICATION OF BIDDERS**

Metro Water may, at its sole option and election, decide not to consider bids from individuals or entities included in the following categories:

- A. Any organization or individual Metro Water determines is in arrears or in default to Metro Water on any debt, contract or other obligation.
- B. Any organization or individual Metro Water has determined has previously materially failed to faithfully perform a contract obligation or other obligation to Metro Water.

#### **VIII. ADDITIONAL INFORMATION**

Metro Water's designated contact person for questions or additional information concerning the services and/or products specified in this invitation for bid is:

Nathan Scown, Operations Manager  
3430 East Danish Road  
Cottonwood Heights, Utah, 84093  
Office (801) 942-9627  
Cell (801) 636-1606  
E-mail: [scown@mwdsls.gov](mailto:scown@mwdsls.gov)

**IX. AWARD OF CONTRACT**

Bidders are advised that award of a contract from this bid will be made to the lowest responsible and responsive bidder. Metro Water reserves the right to reject any or all bids submitted in response to this solicitation, to waive any informality or technicality, allow bid correction as described by Metro Water's Procurement Regulations or the Utah Procurement Code, or to accept bids determined to be in the best interest of Metro Water.

**X. GOVERNING CODE AND RULES**

Metro Water's procurement processes, including this competitive solicitation, are governed by Metro Water's Procurement Regulations found at Chapter 6 of Metro Water's Policies and Procedures (available from Metro Water's web site, [www.mwdsls.gov](http://www.mwdsls.gov)) and the Utah Procurement Code.

Metro Water is subject to the Utah Government Records Access and Management Act, Utah Code Ann. § 63G-2-101, et. seq. (GRAMA). All bids are ordinarily public documents once an award is made. If a bidder claims any portion of their bid contains proprietary information, they are responsible to understand and implement any protection provided by GRAMA. Metro Water will not be bound by any instructions, etc. contained in a bid, but rather, will only be governed by GRAMA and Metro Water GRAMA regulations.

**XI. SAMPLES**

Bidders may be required to submit a sample of any and all items bid, upon request from Metro Water's representative.

## ATTACHMENT A

### SAMPLE AGREEMENT Agreement for Liquid Polyaluminum Chloride

THIS AGREEMENT is between the Metropolitan Water District of Salt Lake & Sandy, a Utah Metropolitan Water District (Metro Water) and (Supplier), and shall have an effective date of June 1, 2026.

#### RECITALS

1. Metro Water owns and operates two drinking water treatment plants that require water treatment chemicals.
2. Supplier desires to provide certain water treatment chemicals to be used by Metro Water.
3. Metro Water desires to purchase such chemicals from Supplier as described in this Agreement.

#### AGREEMENT

In consideration of the promises and covenants here, the parties agree as follows:

1. Supplier agrees to provide liquid polyaluminum chloride to Metro Water according to the terms and conditions described in this Agreement for a period commencing as of the effective date of this Agreement and continuing until May 30, 2027. This is a non-exclusive contract and Metro Water reserves the right to acquire the product, at Metro Water's sole discretion, from other sources during the term of this Agreement. All financial commitments by Metro Water shall be subject to the appropriation of funds by Metro Water's Board of Trustees, and the limitations on future budget commitments under applicable Utah law.
2. For the products and services provided by Supplier as described here:
  - a. Supplier shall be paid \$x.xx per wet pound of liquid polyaluminum chloride.
  - b. Price will be based on bulk tanker delivery (approximately 48,000 lbs wet).
  - c. No guarantee of the actual size or number of Metro Water purchases is implied or expressed by this Agreement. Metro Water requirements shall be determined by actual need as specifically ordered by Metro Water in accordance with the chemical specifications and delivery locations referenced in Exhibit A.
  - d. The prices stated are free on board (FOB) to Metro Water delivery site and include all costs associated with the performance of the services specified, including materials, supervision, labor, transportation, fuel and other surcharges, demurrage, delivery, telemetry, certification, etc. This price is all inclusive and no other charges shall be allowed. Prices stated are fixed for the entire term of this Agreement.
  - e. Metro Water is exempt from sales, use and federal excise taxes on these products and/or services.
  - f. Title shall transfer to Metro Water upon:
    - i. proper unloading in designated Metro Water storage areas by Supplier; and
    - ii. inspection and acceptance by Metro Water.
3. Supplier shall be responsible for the following general requirements when making deliveries:

- a. Supplier acknowledges that it has inspected Metro Water's treatment facilities and any other delivery points and has the manpower and equipment necessary for the proper and prompt delivery of the product as specified. Supplier assumes full responsibility for damage to Metro Water property caused by Supplier's employees, contractors, agents or equipment.
- b. Supplier shall possess and keep in force all licenses, certifications and permits required to perform services under this Agreement.
- c. Each shipment is to be accompanied by a certificate of analysis from the manufacturer or supplier which shall be delivered to Metro Water prior to chemical off-load and must include the following for the delivered solution:
  - i. specific gravity,
  - ii. percent aluminum oxide expressed as  $Al_2O_3$ ,
  - iii. percent basicity,
  - iv. percent aluminum,
  - v. turbidity,
  - vi. an analysis sheet for contaminants must also be supplied with each load based on the batch analysis performed by supplier. This is required even if the load is from the same batch as previous loads. Contaminants are listed in the specifications in Exhibit A. Contaminant analysis information is required for all chemicals.
- d. Each shipment shall be in compliance with American Water Works Association (AWWA) B408, or latest revision, for liquid polyaluminum chloride.
- e. Proper connections (e.g., leak-proof or dust-proof as required) will be ensured between the truck and the chemical unloading facilities.
- f. Supplier shall provide Metro Water, prior to completion of delivery, with a "Public Weigh Master Certificate of Weight and Measure," covering each load of chemical delivered. Failure to do so may be considered grounds for rejection of the load. All lbs. off-loaded are wet unless noted otherwise.
- g. Supplier shall be responsible for any chemical spills that occur during the unloading of any chemical. Any chemical spill must be cleaned up and properly disposed of by the Supplier in an appropriate manner prior to leaving Metro Water facilities. Facilities should be as clean as they were prior to unloading of chemicals.
- h. Supplier shall make deliveries to locations specified by Metro Water within 48 hours from placement of the order unless another timeframe is mutually agreed upon at the time of order. If supplier has function telemetry, deliveries may also be made according to data provided by the telemetry.
- i. Supplier shall contact Metro Water 24 hours in advance of delivery to coordinate the delivery arrival time in order to ensure that unloading will be completed at a time when the operations can be properly observed by Metro Water. Generally, delivery shall take place between the hours of 7:30 a.m. and 3:00 p.m. local time. No deliveries shall be accepted on Saturday, Sunday or Metro Water holidays, unless specifically requested by Metro Water.
- j. Sampling and testing shall be conducted in accordance with all applicable AWWA, American National Standards Institute (ANSI) and American Society for Testing and Materials (ASTM) specifications. All loads of delivered chemical products shall be subject to random sampling before acceptance of the shipment at the delivery site. Testing shall be conducted by independent, accredited laboratories that can provide certified results in the analysis to be performed.

- k. Supplier shall off-load liquid polyaluminum chloride in a manner reasonably acceptable to Metro Water and in accordance with safe practices. Careful consideration shall be given to fill methods. Metro Water shall be consulted prior to and during first off-load to assure that Metro Water is comfortable with off-load procedures and methods. Supplier shall request that Metro Water periodically observe off-loads if Metro Water staff would not normally be present. Supplier shall also implement its own Quality Assurance and Quality Control measures in all areas included but not limited to off-loading procedures all of which shall be reported to Metro Water in writing.
4. At the time this Agreement is executed, Supplier shall submit to Metro Water the following:
  - a. A certificate of analysis of the most recent batch of product.
  - b. Certification, by signing of this Agreement, that the product meets AWWA standards in every respect.
  - c. Certification, by signing of this Agreement, that quality assurance, quality control and safety procedures are in place and will be followed.
  - d. ANSI/National Sanitation Foundation (NSF) Standard No. 60 certification or equivalent as approved by the Division of Drinking Water (DDW) from point of origin of the product to Metro Water's facilities. Such certification shall verify the product is in full compliance for each point of transfer (i.e., rail car to tanker to Metro Water's facilities).
5. All parties involved in the production and physical shipment of the product must have ANSI/ NSF certification or equivalent as approved by DDW, as applicable, to be in compliance with the terms of this Agreement. Failure to produce such certifications may be grounds for termination of this Agreement.
6. Supplier's employees, contractors, agents and trucking firms assigned to this Agreement shall be experienced and trained in handling this product.
7. Billing and payment procedures:
  - a. Metro Water may withhold payment for loads that do not include the required certifications, analysis sheets, and/or related required information.
  - b. Supplier shall submit a written invoice. Payment for chemicals shall be based on dry weight equivalent of liquid polyaluminum chloride delivered as calculated using the "Public Weigh Master Certificate of Weight and Measure" and the percent concentration of liquid polyaluminum chloride as stated on the certificate of analysis provided to District by Supplier at delivery. All invoices and delivery tickets for purchases by Metro Water of the product covered by this Agreement shall state the unit price and quantity of chemical provided (and any related calculations to show the proper relationship between the unit price and the quantity of chemical provided) according to the terms of this Agreement. The invoice shall show both the chemical name shown in this Agreement and any trade name used by Supplier for such product.
  - c. Metro Water shall make payment to Supplier for all goods provided by Supplier pursuant to this Agreement. Metro Water shall pay the amount owed within thirty (30) days after receipt of the invoice.
8. Supplier shall maintain, at no cost to Metro Water, the insurance outlined in Exhibit B, and provide evidence of compliance satisfactory to Metro Water.
9. Metro Water may cancel this Agreement for any reason, without any liability therefore, upon giving Supplier thirty (30) days prior written notice. Such notice shall be sent to the last known address of Supplier.

10. Without prejudice to any right or remedy, and without the necessity of giving the thirty (30) day notice provided in paragraph 9 above, Metro Water may terminate this Agreement for cause in the event Supplier fails to fulfill, in a timely or satisfactory manner, any of the terms and conditions of this Agreement and fails to cure such failure within three (3) days after written notice from Metro Water of such failure.
11. If this Agreement is canceled or terminated as provided herein, Metro Water shall pay Supplier on the basis of actual quantities delivered as described, as reasonably calculated by Metro Water.
12. Metro Water is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor (GRAMA). All materials submitted by Supplier pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Supplier. Any materials for which Supplier claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from Supplier explaining Supplier's claim of exemption from disclosure. Metro Water will make reasonable efforts to notify Supplier of any requests made for disclosure of documents submitted under a claim of confidentiality. Supplier may, at Supplier's sole expense, take any appropriate actions to prevent disclosure of such material. Supplier specifically waives any claims against Metro Water related to disclosure of any materials required by GRAMA.
13. Supplier shall at all times strictly comply with all federal, state, and local health, safety, labor and environmental laws, regulations and ordinances, and all generally accepted trade or industry standards, applicable to quality, labeling, packaging, sealing, warning, training, handling and delivery relating to chemicals provided to Metro Water by Supplier including, but not limited to NSF/ANSI 60 and AWWA B408, of latest revision. Upon occurrence or discovery of any matter relating to provided chemicals having potential adverse health, safety or environmental impact, Supplier shall immediately notify Metro Water and promptly take, at its Supplier's sole expense, all necessary actions to comply with all federal, state, and local health, safety, labor or environmental laws, regulations and ordinances, and all generally accepted trade or industry standards, applicable to the quality, labeling, packaging, sealing, warning, training, handling and delivery relating to chemicals provided by Supplier.
14. Supplier shall be solely responsible for the safety of Supplier's employees, contractors, agents and others relative to Supplier's work, work procedures, material, equipment, transportation, signage, and related activities and equipment. In no event shall any fault of Supplier or Supplier's employees, contractors or agents be reapportioned to Metro Water, its officers, trustees or employees. Supplier shall indemnify and hold Metro Water and its officers, trustees and employees harmless from any such reapportionment of fault.
15. All chemicals shall be shipped to the applicable facilities in accordance with applicable AWWA Standards, as amended or superseded from time to time.
16. Supplier is not an employee of Metro Water for any purpose whatsoever. Supplier is a skilled, experienced, professional and independent contractor and shall act accordingly.
17. Supplier makes the following warranties, subject to the following limitations and disclaimers:
  - a. Metro Water acknowledges it understands the hazards associated with the product.
  - b. Metro Water acknowledges that distinct from this Agreement Metro Water has certain duties to its employees and others who may be affected by Metro Water's storage and use of the product to act reasonably in the storage and use of the product. Nothing in this Agreement shall be interpreted as shifting such Metro Water duties to Supplier.
  - c. Metro Water alone is responsible to determine whether the product as specified in Exhibit A is fit for Metro Water's intended use.

- d. Metro Water alone is responsible for the method and manner of its use of the product.
- e. Supplier warrants the product as delivered will meet the specifications in Exhibit A.
- f. Supplier warrants it will load, label, package, seal, transport and deliver the product in a reasonably careful and professional manner, consistent with generally accepted industry standards and applicable laws, rules, regulations and ordinances, including but not limited to NSF/ANSI 60, and AWWA B408, of latest revision.
- g. Supplier warrants that Metro Water will have good title to the delivered product, free of liens and encumbrances.
- h. **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NO WARRANTIES ARE MADE BY SUPPLIER TO METRO WATER, AND WARRANTIES EXPRESSED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- i. Metro Water shall not be entitled to consequential damages resulting from delays in delivery or failure of delivery of the product.

18. All notices shall be directed to the following addresses:

Metro Water: Metropolitan Water Metro Water of Salt Lake & Sandy  
 Attn: General Manager  
 3430 East Danish Road  
 Cottonwood Heights, UT 84093

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

19. This Agreement shall not be assigned by either party without the prior written consent of the other party.

20. This Agreement embodies the entire Agreement between the parties relating to the subject matter of this Agreement and shall not be altered except by written amendment, signed by both Supplier and Metro Water. This Agreement supersedes and replaces any Supplier proposed terms and conditions that are in addition to information expressly requested by Metro Water in Metro Water's Invitation for Bids and Schedule of Fees. This includes but is not limited to terms relating to payment, interest, warranties, warranty disclaimers, limited remedies, procedures or deadlines for presenting claims, choice of law, selection of venue, attorneys fees provisions, indemnity provisions or other topics that may have been submitted with or referenced by the Supplier's bid. Metro Water will not be bound by any additional terms or provisions that may be described or printed on Supplier's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Supplier that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of Metro Water. The intent of the parties is that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

21. This Agreement shall be enforced in and governed by the laws of the state of Utah. Venue is proper in the Third Judicial Metro Water Court of the State of Utah, in and for Salt Lake County.

The parties are signing this Agreement as of the date(s) indicated below.

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

By: \_\_\_\_\_  
**Annalee Munsey**, *General Manager*

Date: \_\_\_\_\_

SUPPLIER

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

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK

#### Liquid Polyaluminum Chloride for Water Treatment

##### **I. LIQUID POLYALUMINUM CHLORIDE PURPOSE**

Liquid polyaluminum chloride is used during the treatment process to create a floc which then helps remove organic carbon, turbidity and other unwanted components from the water. Liquid polyaluminum chloride is a key chemical component of the water treatment process.

##### **II. LIQUID POLYALUMINUM CHLORIDE STANDARDS**

Product shall meet the National Sanitation Foundation (NSF)/American National Standards Institute (ANSI) Standard No. 60 for Drinking Water Treatment Chemicals - Health Effects and American Water Works Association (AWWA) Standard B408 Specifications.

1. **Impurities:** the liquid polyaluminum chloride shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water or that would otherwise render the water unfit for public use after having been properly treated with liquid polyaluminum chloride.
2. **Drinking:** Water Standards: the liquid polyaluminum chloride, when fed at rates required for water treatment, shall not impart to the water any contaminants that would cause established drinking water standards to be exceeded when combined with the concentration of such contaminants which may already be present in the water to be treated.
3. **Metals:** All products purchased under this contract shall be free of metals to the extent described in NSF/ANSI Standard No. 60.

##### **III. LIQUID POLYALUMINUM CHLORIDE TECHNICAL SPECIFICATIONS**

1. Concentration: at minimum 10% by weight expressed as aluminum (19% by weight PACl expressed as  $Al_2O_3$ ).
2. Specific Gravity: 1.1 to 1.4
3. Basicity: at minimum 80%
4. Turbidity: less than 50 NTU

##### **IV. SHIPPING DIRECTIONS**

- A. Product will be required at the following Metro Water locations:
  - a. Little Cottonwood Water Treatment Plant, 9000 South Danish Road, Cottonwood Heights, Utah 84093
  - b. Point of the Mountain Water Treatment Plant, 235 West Marion Vista Drive, Draper, Utah 84020
- B. Typical load size will be delivered via tanker truck with a capacity of approximately 48,000 wet pounds.

## EXHIBIT B

Supplier shall maintain, at no cost to Metro Water, the following insurance, and provide evidence of compliance satisfactory to Metro Water.

### **I. MINIMUM LIMITS OF INSURANCE**

Except as approved in writing by Metro Water in advance, Supplier and all of Supplier's contractors shall maintain limits no less than:

#### **A. GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):**

1. Combined Single Limit (Bodily Injury and Property Damage):
  - i. \$2,000,000 Per Occurrence
2. Personal Injury (including completed operations and products liability):
  - i. \$2,000,000 Each Occurrence
3. General Aggregate:
  - i. \$3,000,000
4. Products - Comp/OP Aggregate:
  - i. \$3,000,000
5. Limits to apply to this project individually.

#### **B. AUTOMOBILE LIABILITY:**

1. \$2,000,000 Per Occurrence
2. "Any Auto" coverage required.

#### **C. WORKERS' COMPENSATION and EMPLOYERS LIABILITY:**

1. Workers' compensation statutory limits.
2. Employers Liability statutory limits.

### **II. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by Metro Water in writing. At the option of Metro Water, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects Metro Water, its trustees, officers, and employees as additional insureds; or the Supplier may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of Metro Water, its trustees, officers, and employees as additional insureds.

Metro Water does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. Metro Water does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Supplier shall pay for costs related to losses, investigations, claim distribution, and defense expenses of Metro Water, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed.

### **III. OTHER INSURANCE PROVISIONS**

The General Liability, Automobile Liability, and Pollution Liability Coverages are to contain, or be endorsed to contain, the following provisions:

1. Metro Water, its trustees, officers, and employees are to be covered as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to Metro Water, its trustees, officers, and employees.
2. Additional insured coverage shall be on a primary basis for ongoing and completed work.

Supplier shall procure and maintain in place a subrogation waiver from Supplier's Worker's Compensation insurer as to Metro Water and its Trustees, officers and employees.

### **IV. ACCEPTABILITY OF INSURERS**

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by Metro Water.

### **V. VERIFICATION OF COVERAGE**

Supplier and all of Supplier's contractors and all subcontracts of Supplier's contractors shall furnish Metro Water with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to Metro Water before work commences. Metro Water reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Supplier shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time-to-time Metro Water may increase the requirement for a liability limit by providing reasonable written notice to Supplier of such a change.

**EXHIBIT C**

**SCHEDULE OF FEES  
Liquid Polyaluminum Chloride for Water Treatment**

**I. GENERAL**

- A. The price per pound stated shall include all costs associated with the performance of the services specified, including materials, supervision, labor, transportation, fuel and other surcharges, demurrage, delivery, etc. No other charges shall be allowed.
- B. Unit of Measurement: The unit of measurement for all purposes hereunder shall be represented in pounds (lbs.). All quantities referenced will be the dry weight equivalent of liquid polyaluminum chloride in lbs.
- C. Metro Water is exempt from sales, use and federal excise taxes on these products and/or services. Exemption certificates shall be furnished when federal excise tax is exempted.
- D. Prices stated shall be firm for the full year of this Agreement.

**II. PRICING SECTION**

The unit price for LIQUID POLYALUMINUM CHLORIDE shall be

Bulk liquid polyaluminum chloride: \$ \_\_\_\_\_ per pound.

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**III. CONTACT INFORMATION**

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*Bids that do not meet minimum quality and other standards as outlined in Exhibits A, B, C may not be considered.*