

## SCOPE OF WORK

### **1. INTENT**

The intent of this scope of work is to establish an annual requirements contract for the purchase and delivery of liquid chlorine for the City of Arlington Water Utilities Department.

All chemicals shall meet the AWWA standard and be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with American Water Works Association (AWWA) Standard B305-06, ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects or UL approved where appropriate. Due to the ongoing changes to the market pricing on chemicals such as liquid chlorine, the City will allow for price increases every 90 days. The contractor shall provide the city staff documentation explaining the reason(s) for the requested price increase. Pricing increases up to 5% will be allowed once, every 90 days and shall not exceed 20% during the term of the contract.

The City reserves the right to make a bid award to either one vendor whose bid is the best value for the City, or to multiple vendors. If the award is made to multiple vendors, it will be either as one vendor being the primary vendor and the other vendor the secondary vendor, or it will be awarded by sections.

### **2. TANKS AND LOCATIONS**

Storage facilities for the Liquid Chlorine are also located on two sites.

**Pierce-Burch Water Treatment Plant (WTP)** – 1901 Lakewood Drive, Arlington, TX (NOTE: Facility entrance is located at approximately 2000 Lakewood Drive).

- Two (2) twenty (20) ton bulk storage tanks

**John F. Kubala Water Treatment Plant (WTP)** – 7001 US HWY 287, Arlington, TX.

- Two (2) twenty-five (25) ton bulk storage tanks

The delivery will need to be made by truck. The typical quantity is between 27,000-28,000 pounds.

### **3. LIQUID CHLORINE**

The liquid chlorine supplied under this contract must meet, or exceed, the American Water Works Association (AWWA) Standard B301-10 and the following specifications.

The liquid chlorine supplied under this specification shall be 99.5 percent pure by volume as obtained by vaporizing chlorine by the method specified in AWWA B301-10, or its latest revision. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.

### **4. MANUFACTURER**

The Bidder shall state in its proposal the name and address of the manufacturer(s) of the Liquid Chlorine the Bidder intends to supply.

The Bidder shall provide proof that the Liquid Chlorine to be provided is approved for use in potable water treatment and meets the National Sanitation Foundation (NSF) Standard 60 and AWWA Standard B305-06.

Proof of NSF certification shall be required at time the Bid is rendered for consideration for this Bid. NSF Certification/Listing shall be completed at time of Bid opening.

## **5. AFFIDAVIT OF COMPLIANCE**

Bidders must submit, with the bid request, an affidavit of compliance stating that:

- The liquid chlorine complies with ANSI/NSF Standard 60.
- The liquid chlorine complies with the requirements of AWWA Standard B301-10, including any of its subsequent revisions.
- All transporters of this material comply with both the Hazardous Materials Regulations (HMR; 49 CFR Parts 171-180), administered by RSPA, and the Federal Motor Carrier Safety Regulations (FMCSR; 49 CFR Parts 390-397), administered by FMCSA; and
- All transporters of this material follow the most recent guidelines of the "Transportation Security Guidelines for the U.S. Chemical Industry," by the American Chemistry Council

## **6. PACKAGING**

Since the transportation of chlorine as a vapor is not commercially economical, it is shipped and stored as a liquefied compressed gas. When filling the customer's uninsulated tank, by volume, DOT regulations permit a maximum of 87.5%, if the temperature of the chlorine being loaded is not lower than 30F (-1.1C) and if the filling is stopped at the first sign of ice forming on the outside of the tank.

## **7. MATERIAL SAFETY DATA SHEET**

The manufacturer or vendor must submit, with the bid, a current copy of the SDS and driver training certifications for the product being bid.

## **8. SHIPMENT REJECTION**

If the material or its shipping container does not meet the chemical, physical, security, or safety requirements of all applicable CGA (Compressed Gas Association) and DOT (Department of Transportation) standards, ANSI/NSF Standard 60, and the specifications herein, the Contractor shall be notified immediately after observing the noncompliance within 30 days of receipt of shipment. In this event, the Contractor shall remove the unsuitable product from the premises of the City at the City's request and replace it with a like amount of satisfactory liquid chlorine; or, if the City determines that there is an appropriate and safe solution to the problem, a price adjustment may be agreed upon between the City and the Contractor.

## **9. PLANT SITE INSPECTIONS**

Vendors who have not previously completed a successful contract with the city may be required to allow city staff to inspect their plant facilities. Should a plant site visit be required, the vendor may be required to reimburse the city for reasonable travel expenses for two people.

## **10. ORDER PLACEMENT**

Orders will be placed by telephone or email specifying the required delivery date. The City will attempt to place orders a minimum of seven calendar days before required delivery unless an emergency situation develops.

## **11. DELIVERY, SECURITY PROCEDURES, AND WEIGHT TICKETS**

The tank truck must be equipped with unloading equipment, and it must be thoroughly cleaned and inspected before unloading product. Delivery is to be F.O.B Destination. Shipments will be received Monday through Friday, between 8:00 a.m. and 4:00 p.m. ONLY. **All shipments shall be accompanied by certified weight tickets.**

The shipper shall follow all local, state, federal, and US Department of Transportation (DOT) regulations and security standards. Offloading will not proceed without authorization by plant staff. Drivers must notify an operator on duty immediately when the delivery is complete, or when any spillage occurs.

A laboratory lot analysis and bill of lading shall be submitted with each shipment. A certified weight record of the actual amount delivered at each shipment shall be included with the invoice.

The city requires all shipments come with an affidavit from the manufacturer or supplier that the product delivered complies with all applicable requirements of current CGA and ANSI/NSF 60 standards. All trailers containing shipments shall be properly marked with placards according to DOT.

## **12. COMPLIANCE WITH LAWS**

The Contractor shall give all notices and comply with all federal, state, and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas. The Contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health codes and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

## **13. SAFETY**

The supplier's truck must be equipped to safely handle and unload liquid chlorine. The successful bidder shall be responsible for the safe and clean delivery of product into storage tank(s). All deliveries must be always supervised by the driver. Awarded Contractor will also be responsible for the prompt cleanup of any spills.

## **14. TRAINING**

The awarded Contractor will be required to provide, at no additional cost to the City, two training session at each delivery location annually, that meet the federal and state safety and right to know training requirements. The education and instruction of the City's operations personnel shall be by a qualified instructor familiar with the safe handling practices associated with liquid chlorine.

The awarded contractor shall provide an appropriate safe handling training course, within the first month of the award, to all current Water Treatment operations personnel and shall be available to conduct "refresher" courses, or new employee training, at six-month intervals during the contract period.

Training Outline with course description shall be submitted by the contractor as part of their bid package.

Dated and signed certificates shall be supplied by the instructor for each City employee that attends the safety training. Failure to provide this service will be considered a default of the contract.

#### **15. EMERGENCY PLAN OF ACTION**

The awarded vendor shall provide, in writing, an emergency contingency plan, with appropriate telephone contacts, for the City Representative to follow in case of an emergency supply of liquid chlorine is needed.

The awarded vendor shall supply, in writing, an emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers) within 30 days of award and acceptance.

In addition, the proper spill response notification procedure, along with any forms required by local, state, or national authorities shall be supplied by the vendor. This section in no way relieves the contractor of his/her responsibility to notify the proper regulatory agencies of a spill incident.

In the event of a spill or leak, the contractor shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup. Spills or leaks of any type caused by contractor's employees or representatives shall be the sole responsibility of the vendor.

#### **16. LIQUIDATED DAMAGES**

Liquidated damages of one percent (1%) per day shall be assessed against each order delivered after the required delivery date. The liquidated damages will be documented by the City and shall be deducted from the invoice amount.

#### **17. DEFECTIVE WORK AND DAMAGES**

The Contractor shall be wholly responsible for and shall promptly correct or restore all defective work or damages to any/all City facilities caused by its activities. Restoration and correction shall be to the complete satisfaction of the City. This shall apply to any part of a building, its appurtenances, the adjacent grounds, or any other tangible damage incurred in the performance of the Contract. Failure by the Contractor to proceed promptly with corrective actions may be cause for cancellation of this Contract with amount(s) necessary to correct defective work and/or damage being withheld from payments due or to become due to the Contractor.

#### **18. ADDITIONAL CHEMICAL DELIVERY REQUIREMENTS**

Chemical trucks shall only be allowed inside the plant areas between the hours of 8:00 a.m. and 4:00 p.m. Only scheduled deliveries will be allowed.

Security Procedures:

- The supplier will send photos with names of the drivers making the deliveries to the Water Treatment Manager.
- Just prior to loading the truck tank with a bulk chemical, the tank will be inspected to ensure that it has been properly cleaned, is empty, and has no contaminants in it. The name of the inspector, location, and the times of both the inspection and the loading shall be recorded on the shipment manifest.
- Before the truck leaves the terminal, the contractor will provide the name of the driver to Water Treatment personnel at both plants via email. This information will allow Water Treatment personnel to match up the actual driver to his photo I.D.

- Immediately after loading, the truck tanks shall be sealed with security tag(s). The serial numbers of the security tags and the tanker number shall be recorded on the manifest and emailed to both plants after the truck has been loaded and made ready for shipping.
- Upon arrival at a plant, an operator will compare the following prior to allowing a truck to proceed to the offloading area:

Item	Manifest/Fax/Security List	At Plant
Driver ID		
Bulk Tank Inspector/Inspection		
Tanker Number		
Tank Security Tags/Serial No.		

- Security seals not intact, discrepancies and omissions among the required information may result in the refusal of a shipment. Shipments will not be accepted until discrepancies are resolved and omissions are corrected.
- Significant discrepancies and omissions among the required information may result in notification of law enforcement officials.
- Prior to authorizing offloading, an operator will inspect the bulk chemical storage tank and offloading pipe valving to ensure that there is enough storage capacity to accept the shipment, and that the valving is in the correct configuration for safe offloading to the correct bulk tank(s).
- Offloading will not proceed without authorization by plant staff, and drivers must notify an operator on duty immediately when the delivery is complete, or when any spillage or leakage of a bulk chemical occurs.
- Once the delivery is complete, an operator will inspect the offloading and bulk storage area to ensure that it is clean and free of spills, and that all piping and valving is correctly configured for safe operation.