

SPECIFICATIONS
FOR
WATER TREATMENT COAGULATION POLYMER

GENERAL

The purpose of these specifications is to qualify the purchase of water treatment liquid polymer coagulant for the Midwest City Municipal Authority.

This contract shall be for a period of five years, beginning July 01, 2022 and ending June 30, 2027, allowing for annual renewal with no changes and when agreeable with both parties. Cancellation of the contract will require 30 days written notice and may be initiated by either party.

GENERAL REQUIREMENTS

The product covered by these specifications is a water treatment liquid polymer coagulant that will be used in the coagulation/flocculation/sedimentation processes to produce potable water for domestic use. The successful bidder must provide a selection of dimdac and amine based polymers which will be used in the coagulation process.

The polymer shall be registered and approved by the Oklahoma Department of Environmental Quality (Health Department), and National Sanitation Foundation, and accepted for use in potable water treatment. A letter of certification from all agencies shall be required at the time the bid is submitted.

The polymer must be fed neat from containers supplied by the successful bidder directly into process stream (no mixing or diluting) and be biodegradable.

The successful bidder must be a qualified service representative, who has been employed with the company for a minimum of two (2) years, and is well versed and knowledgeable in the mechanics of raw water clarification and obtain a thorough knowledge of plant operations and equipment capabilities. The representative shall be required to provide on-site service monthly and be readily available to render technical assistance upon request as the need arises.

SUITABILITY

The proposed polymer or polymerized material shall meet the requirements as outlined in the following material specification:

1. Must be compatible with present treatment program

2. Must give rapid formation of floc and demonstrate an improved settling rate
3. Must have little or no effect on pH or alkalinity.
4. Must exhibit superior qualities of clarification and the removal of organics.
5. Must perform equally as well in cold water temperatures as in warm and in daylight hours as well as night time hours.

6. Actual dosage must equal 8-14 ppm or lower, meet these specifications and still remain cost-effective to the Authority.

7. Must exhibit a reduction in plant operating costs or equal plant operating costs with no compromise of the quality of water produced.

8. Turbidity applied to the filters from treatment program must be equal to or below 2.0 nephelometric turbidity units, (not jar test, but actual in-plant treatment)

BENCH STUDY

A bench study of the proposed polymer shall be performed by bidders at the Midwest City Water Treatment Plant. To make arrangements to conduct the bench study, contact Mark Roberts, Chief Operator or Gregg Wingfield, Laboratory Technician, at 739-1383. Advanced coordination is required to insure availability of space and plant personnel assistance. The jar test analytical method shall be used for the determination of the bench study results. The jar tests will be performed in an ice bath. As a minimum, during the bench study, the bidder shall comply with the following:

1. Identify optimum chemical treatment program with recommended polymer dosage.
2. Recommend optimum feed location for polymer after obtaining a thorough knowledge of plant operations and equipment capabilities.
3. Identify, in a preliminary report, cost savings available or equal operating costs with the recommended polymer program.
4. Each bidder will leave a 100 milliliter sample of his polymer for the Laboratory Technician and Chief Operator to use in comparison jar tests.
5. At the conclusion of the bench study, but no longer than two (2) working days after, conduct a meeting with plant personnel and Authority staff to present findings and recommendations. Approval of proposed program by Authority staff will be based upon the bench study results and laboratory testing results.

BIDDER REQUIREMENTS

The bidder will be required to:

1. Optimize polymer treatment program.
2. Determine optimum chemical feed point.
3. Make necessary recommendations to optimize or correct chemical treatment program.
4. Express recommended treatment program in pounds per million pounds of water for polymer,(mg/l or ppm).
5. Recommend operational changes necessary to improve performance.
6. Supply storage containers of physical size to be acceptable to the plant's limited usable space and chemical building dimensions and plumbed for off loading and feeding current polymer system.
7. Submit a sealed bid, with the polymer cost expressed in pounds, which shall include delivery, off-loading, storage containers, and polymer flow meter.

Delivery

Delivery shall be made to the Midwest City Water Treatment Plant, 10701 Water Plant Road, Midwest City, Ok,73130, within five (5) calendar days of placement of order. The material shall be placed/off loaded by the company's contractors or shipping agent at the location designated by plant personnel.

The storage containers (supplied by bidder) must be of a physical size to be acceptable to the plant's limited usable space and chemical building entry dimensions, (i.e. 1,000 gallon containers). The containers must be plumbed with valves to off-load and to the polymer feed pump. The storage containers must have gallon or liter scales on the sides readable to the nearest ten, (i.e. ten gallon or liter increments). The city reserves the right to purchase the tanks at the end of contract for the amount specified in the bid.

WATER POLYMER PRICING

PRICE PER 30,360 LBS	\$ <u>0.636</u>	PER POUND
PRICE PER LESS THAN 15,180 LBS	\$ <u>0.636</u>	PER POUND

Company: M: D America Hydro Tech

Contact: Douglas G. Swinney

Address: 36376 Anderson Rd

City, State & Zip: MAComb OK 74852

Phone: 405-641-9865

Email Address: dougswinney@windstream.net

PURCHASE AGREEMENT
between

And
MIDWEST CITY MUNICIPAL AUTHORITY

THIS Purchase Agreement (hereinafter referred to as “**Agreement**”) is entered into by and among the **Midwest City Municipal Authority**, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (hereinafter referred to as “**Midwest City**”) and Mid America Hydro Tech corporation, registered to do business in the State of Oklahoma (hereinafter referred to as “MAHT”) (Midwest City and MAHT being collectively referred to herein as “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Midwest City is in need to purchase the following goods for its operations: MA-26002H, (hereinafter referred to as “**Goods**”); and

WHEREAS, Midwest City solicited bids from vendors for the purchase of the **Goods**; and

WHEREAS, Midwest City published the request for bids from vendors for the purchase of the **Goods**; and

WHEREAS, MAHT submitted a bid, based on the solicitation published by Midwest City; and

WHEREAS, Midwest City and MAHT desire to enter into an **Agreement** for the purchase of the **Goods**; and

NOW THEREFORE, MIDWEST CITY, and MAHT agree as follows:

A. MAHT agrees to sell the **Goods** listed in “**Attachment A**” to Midwest City.

B. The prices for the **Goods** that are to be purchased are listed in “**Attachment A**”.

C. The prices established in “**Attachment A**” shall remain fixed and shall not change for the term of this **Agreement**.

A. The initial term of the **Agreement** is shall commence on 12:00 am Central Daylight Time on July 1, 2022 and ending at 11:59 p.m. Central Daylight Time on June 30, 2023.

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B. The Parties agree that at the end of the initial term, this Agreement may be extended for an additional one-year term, by agreement of the Parties, in writing, signed by all Parties. If such an agreement is not signed by the Parties, the term will not be extended, the Agreement will expire at the end of the term then in effect, and no additional extensions will be accomplished by way of this provision.

C. This Agreement is also subject to termination of this Agreement and as set forth herein.

Midwest City shall issue a Purchase Order for the purchase of the Goods from MAHT
_____. Upon issuance and receipt of the Purchase Order MAHT
_____ shall deliver the Goods to Midwest City. Upon receipt of the goods Midwest City shall transmit payment to MAHT electronically, within forty-five (45) days of the delivery of the Goods.

A. MAHT shall deliver the Goods to Midwest City at:
(address for delivery of the Goods)
(City, State, Zip Code)

B. Midwest City inspect the Goods upon receipt to ensure quality and quantity.

C. MAHT shall guarantee the Goods delivered shall not be damaged and in working order.

A. This Agreement may be terminated by either party for any reason or for no reason upon thirty (30) days written notice to the other party.

B. This Agreement may be terminated by any party for cause upon the passage of thirty (30) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

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Midwest City is a governmental subdivisions of the State of Oklahoma and subject to the Oklahoma Governmental Tort Claims Act at Title 51 of the Oklahoma Statutes, § 151 *et seq.* Any action brought by either Party or by any third-party against Midwest City based on the Parties entering into this agreement shall comply with the requirements and procedures set forth in the Oklahoma Governmental Tort Claims Act.

A. Notices and other communications to the Midwest City pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Midwest City Municipal Authority, Secretary for the Authority
100 N. Midwest Boulevard
Midwest City, OK 73110

AND

Midwest City Municipal Authority,
c/o City of Midwest City Public Works Authority
Attention: Director of Public Works
100 N. Midwest Boulevard
Midwest City, OK 73110

B. Notices or other communications to MAHT pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

MID AMERICA HYDRO TECH
36376 ANDERSON RD
MACOMB OK 74852

AND

Purchase Agreement with MAHT

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C. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this Agreement, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

The MAHT must abide by the conditions of this Agreement, the ordinances of Midwest City, and all laws and regulations of the State of Oklahoma and the United States of America ("Laws")

The Agreement consideration provided herein does not include or limit any remuneration or reimbursement for any loss, expense, or damages, if any, which may be caused by _____ or incurred by the Midwest City hereunder or under any insurance or indemnification provision herein.

MAHT may not assign this Agreement to any entity or third party without the written consent of the Midwest City.

This is the complete agreement between the Parties and no additions, amendments, alterations, or changes in this Agreement shall be effective unless reduced to writing and signed by all Parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this Agreement, unless specifically and expressly provided herein.

For the purposes of this Agreement, time shall be deemed to be of the essence.

Purchase Agreement with MAHT

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This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

MAHT agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the Midwest City as to the terms or conditions of this Agreement, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the Midwest City, either directly or indirectly, in procuring and execution of this Agreement.

MAHT warrants that the Goods provided under this Agreement shall be sold and delivered consistent with generally prevailing professional standards and expertise. MAHT shall maintain during the course of this Agreement said standard of care, expertise, skill, diligence and professional competency for any and all Goods.

A. A breach of any provision of this Agreement shall act as a breach of the entire Agreement unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this Agreement may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this Agreement. Provided however, any breach by MAHT which interferes with the operations

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of Midwest City must be cured immediately; and Midwest City reserves the right to immediately terminate this Agreement if MAHT fails to cure any such breach.

C. Should Midwest City breach this Agreement, MAHT may only recover that proportion of the any Goods sold. MAHT may not collect or recover any other or additional damages, losses, or expenses.

A. MAHT shall not permit any chemical substance or hazardous material to be delivered with the Goods purchased by Midwest City. MAHT shall notify the Midwest City of the presence, even if temporary, of any chemical substance or hazardous material delivered by its officers, representatives, agents, employees, contractors, or invitees, prisoners or hold prisoners.

B. If MAHT breaches the obligations stated in the preceding paragraph, or if the presence of the chemical substance or hazardous material brought to Midwest City by MAHT or its contractors, employees, agents, that results in contamination of the water supply of Midwest City, or if contamination by the chemical substance or hazardous material otherwise occurs for which MAHT is legally liable, MAHT shall indemnify, defend and hold Midwest City and their officers, trustees, representatives, contractors, agents and employees harmless from any and all injuries, deaths, property damage, claims, judgments, damages, penalties, fines, costs, liabilities, losses, diminution in value, damages for the loss or restriction on use, sums paid in settlement of claims, and attorneys', consultants' and expert fees (collectively, "Environmental Claims") which arise during or after any term of this Agreement hereof as a result of such contamination.

C. This indemnification of Midwest City by MAHT also includes, without limitation, costs and expenses incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by Midwest City or any federal, state or local government agency or political subdivision because of any chemical substance or hazardous material present in the soil or ground water caused by MAHT.

D. Without limiting the foregoing, if the presence of any chemical substance or hazardous material brought to Midwest City by MAHT, its employees, agents, contractors results in

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any contamination of the water supply of Midwest City, MAHT shall promptly take all actions at its sole expense as are necessary to return the water supply of Midwest City to the condition existing prior to the introduction of any such chemical substance or hazardous material. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

E. As used herein, the term "chemical substance" shall mean a substance obtained by a chemical process or used for producing a chemical effect, including but not limited to pesticides, herbicides and fertilizers, and the term "hazardous material" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes listed by the Environmental Protection Agency as hazardous substances, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

Midwest City shall have the right to inspect any and all Goods from MAHT pursuant to the terms of this Agreement prior to accepting delivery of the Goods.

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this Agreement. This Agreement is solely for the benefit of the MAHT and Midwest City, and none of the provisions hereof are intended to benefit any third parties.

All Parties hereto expressly agree that the venue of any litigation relating to or involving this Agreement and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All Parties agree that this Agreement shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

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A. **Midwest City** retains the right to contract for the **Goods** listed in this **Agreement** from more than one vendor. This **Agreement** does not create any exclusivity between MAHT and **Midwest City** for the purchase of the **Goods**.

B. The execution of this **Agreement** does not guarantee to purchase of any **Goods** by **Midwest City** from MAHT.

Any amendments to this **Agreement** must be in writing, signed and approved by the **Parties**.

The **Effective Date** of this **Agreement** is the date approved by **Midwest City** as the last party hereto.

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MAHT
Douglas G. Swinney
APPROVED and SIGNED by Douglas G. Swinney a properly authorized
representatives to execute this Agreement on the dates set forth below.

Service Provider: Mid America Hydro Tech
(Name of Provider)

By: Douglas G. Swinney

Name: MAHT
Douglas G. Swinney

Title: OWNER

Date: JUNE 20 2022

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APPROVED by the General Manager for Midwest City Municipal Authority this 28 day
of June, 2022.



THE CITY OF MIDWEST CITY *MUNICIPAL Authority*

TL

TIM LYON
GENERAL MANAGER

Sara Hancock

SARA HANCOCK, CITY CLERK *Secretary*

REVIEWED for form and legality.

Donald D. Maisch

DONALD D. MAISCH, CITY ATTORNEY