

LETTER OF AGREEMENT

This Letter of Agreement (“Agreement”) is entered into by and between the City of Killeen (“City”) and Cleanwater1 PAX Water Technologies, Inc. (“Contractor”); collectively, the “Parties”.

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide and install Five (5) Storage Tank Mixers at the following locations: Bundrant, Rodeo EST, Southeast EST, McMillan GST #1, and McMillan GST #2; as more thoroughly described in Section 1 of the Proposal, dated February 5, 2025, which is attached hereto and incorporated herein for all purposes as Exhibit “A” (the “Services”).

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed and, unless extended as provided herein, shall automatically terminate on September 30, 2025.

Consideration. Contractor agrees to provide the Services stated above:

for progress payments in the total amount not to exceed \$342,202.00 based on the following schedule:

- 10% upon approval of submittals by City;
- 80% upon delivery of equipment; and
- 10% upon satisfactory completion of the Services by Contractor and acceptance by City.

All payments are net 30 days from invoice date following each of the above events.

Warranty. Contractor warrants, for the Warranty Period, to City that all installed equipment is free from defect in material and workmanship as set forth in Section 3(9) of Exhibit “A”.

Force Majeure. Contractor will have no liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government, epidemic or other public health crisis, or any other cause beyond Contractor's reasonable control.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Hazardous Substances. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements regarding lead, asbestos, and other routinely encountered hazardous substances. The Scope of this Agreement does not include the abatement or removal of said hazardous substances by Contractor. If any Hazardous are encountered, the Contractor will contact the City. If the Agreement is terminated as a result of the City’s inability to abate said substances, City shall compensate Contractor for any work performed.

Standard of Care. The standard of care for all services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor’s profession practicing under similar circumstances at the same time and in the same locality.

Insurance. Contractor shall procure and maintain insurance in the following amounts:

Worker's Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

On all policies, except Worker's Compensation and Professional Liability, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify, defend, and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) to the extent that those costs, losses, and damages are caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at \$100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings. By signing, Contractor agrees to the following:

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Texas Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Texas Government Code Chapter 2274.
- Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Texas Government Code Chapter 809.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties. In the event of conflict between this Agreement and any exhibit or attachment, the provision contained in the Agreement prevails.

SIGNED, ACCEPTED, AND AGREED to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City

Contractor

Kent Cagle Date
City Manager

Name: Date
Title:



City of Killeen
Purchasing
Sophonia Price, Director of Procurement
802 N 2nd St, Killeen, TX 76541

[CLEANWATER1 PAX WATER TECHNOLOGIES, INC.] RESPONSE DOCUMENT REPORT

BID No. 25-11

Storage Tank Mixers Rebid

RESPONSE DEADLINE: February 5, 2025 at 2:00 pm

Report Generated: Wednesday, February 5, 2025

Cleanwater1 PAX Water Technologies, Inc. Response

CONTACT INFORMATION

Company:

Cleanwater1 PAX Water Technologies, Inc.

Email:

jscott@cleanwater1.com

Contact:

Jeremy Scott

Address:

550 Sycamore Drive
Milpitas, CA 95035

Phone:

N/A

Website:

<https://cleanwater1.com>

Submission Date:

Feb 5, 2025 1:55 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Conflict of Interest Questionnaire (Form CIQ)*

Please download the below documents, complete, and upload.

- [Conflict of Interest Questi...](#)

Completed_CIQ_City_of_Killeen,_Texas.pdf

2. References*

Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

Please download the below documents, complete, and upload.

- [References.pdf](#)

References_in_Texas_-_CleanWater1.pdf

3. Certificate of Interested Parties (Form 1295)*

If awarded, vendor must submit the Certificate of Interested Parties Form 1295 online.

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the award.

Please confirm that you shall file the Certificate of Interested Parties (Form 1295) if awarded the contract.

Confirmed

4. Acknowledgement – “Boycott Israel”*

By submitting this proposal the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Confirmed

5. Acknowledgement – “Boycott Energy Companies”*

By submitting this proposal the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Confirmed

6. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”*

By submitting this proposal the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Confirmed

7. Antitrust Law Certification*

The vendor hereby certifies that neither the vendor nor the entity represented by the vendor, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Yes

8. Litigation Disclosure*

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

No

9. Has the owner(s) of the company been convicted of a crime within the past 10 years?*

No

10. Has the company been in bankruptcy, reorganization, or receivership in the last 5 years?*

No

11. Has the company provided continuous services as requested in this solicitation and operated in this capacity for two (2) years without interruption? *

Yes

12. Has the company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts?*

No

13. Does any City of Killeen employee or official have any financial or other interest in your company?*

No

14. Can service be accomplished as specified in the specifications?*

Yes

15. When can service commence after award (number of days)?*

45

16. Point of contact to resolve issues (delivery or invoice):*

Please provide the name, title, address, email, and phone number of contact.

Jeremy Scott, Project Specialist, 20115 Park Ranch, San Antonio, Texas 78259

(210) 245-0870

17. Cooperative Governmental Purchasing Notice*

Other governmental entities maintain interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes

18. Copyrighted Material*

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

19. If your proposal contains confidential information identify where it is located.

Where in your proposal is the confidential information? Please be specific.

N/A

20. Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)?*

Answer YES or

If your answer is NO, then please describe the differences here.

Yes

21. Indicate the company's first year of business operation:*

1985

22. Insurance Broker Information*

Please provide your Insurance Broker's Name, contact name, phone number, fax number, and email address.

ACORD / Alliant Insurance Services, Inc.

Emily Weiss

Email: Emily. Weiss@alliant.com

Contact Number: (925) 378-6819

23. Are there claims that are pending against this insurance policy?*

Answer No or

If yes, please describe:

N/A

24. List the most recent sales that you have with other public agencies, if any, and/or other customers (up to five) regarding a said materials / project:*

SAWS - San Antonio, Texas - PWM150 Mixer - February 2025

Heath De Leon - El Paso, Texas - PWM400 Mixer - December 2024

Andrew County PWSD MO - PWM100 Mixer - November 2024

City of Somerville, Texas - PWM100 Mixer - October 2024

City of Carlinville, IL - 1xPWM100 Mixer a 1xPWM250 Mixer - November 2024

25. Emergency Business Service Contact Notice*

During a natural disaster, or homeland security event, there may be a need for the City of Killeen to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to lluciano@killeentexas.gov

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms, and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Killeen procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

Please download the below documents, complete, and upload.

- [Emergency Business Service ...](#)

Emergency_Business_Service_Contact_Notice_-_Completed.pdf

26. Proposal Documents*

Please Upload your COMPLETE Proposal here.

P24-22266_Killeen_TX_-_5_Tanks_Rev_3_(BID).pdf

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
1	Bundrant EST	1	lump sum	\$68,492.00		\$68,492.00
2	Rodeo EST	1	lump sum	\$72,190.00		\$72,190.00

[CLEANWATER1 PAX WATER TECHNOLOGIES, INC.] RESPONSE DOCUMENT REPORT

BID No. 25-11

Storage Tank Mixers Rebid

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
3	Southeast EST	1	lump sum	\$65,324.00		\$65,324.00
4	McMillan GST #1	1	lump sum	\$68,098.00		\$68,098.00
5	McMillan GST #2	1	lump sum	\$68,098.00		\$68,098.00
TOTAL						\$342,202.00

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Cleanwater1 PAX Water Technologies

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7 
Signature of vendor doing business with the governmental entity


Date

REFERENCES

Reference No. 1

Company Name City of Killeen, Texas
Address 1901 Botanical Dr
Killeen, Texas
Type of Business Water and Sewer Department
Contact Person Alexander Tucker
Email Address ATucker@killeentexas.gov
Telephone and Fax #'s 254-501-6306
Type of Service(s) Provided Tank Mixer with Control Panel

Reference No. 2

Company Name City of Deer Park, Texas
Address 2117 E. X Street
Deer Park, TX 77536
Type of Business City of Water Plant
Contact Person Nicholas Cook
Email Address ncook@deerparktx.org
Telephone and Fax #'s 281-478-7205
Type of Service(s) Provided Residual Control Systems, Tank Mixer's

Reference No. 3

Company Name City of Beaumont, Texas
Address 950 Washington Blvd
Beaumont, TX 77705
Type of Business _____
Contact Person John Pippins
Email Address John.Pippins@BeaumontTexas.gov
Telephone and Fax #'s 409-785-4702
Type of Service(s) Provided Tank Mixers with Control Panel

Emergency Business Service Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Killeen to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to lluciano@killeentexas.gov

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms, and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Killeen procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hour's emergency opening of the business listed below.

Business Name: _____

Contract #: _____

Description: _____

Primary Contact (Name): _____

Primary Contact Phone Numbers: Home: _____ Cell: _____

Secondary Contact (Name): _____

Secondary Contact Phone Numbers: Home: _____ Cell: _____

After Hours emergency opening fee, if applicable: \$ _____

PAX WATER TECHNOLOGIES

A cleanwater1 Company

BID PROPOSAL

PAX PWM250 MIXERS FOR CITY OF KILLEEN TX - SOUTHEAST, BUNDRANT, MCMILLAN MOUNTAIN NO. 1 & 2, RODEO TANKS



PAX PWM250 SERIES MIXER

PAX Water Technologies File No.: P24-22266-Rev 3

Prepared on: February 5, 2025

SALES REPRESENTATIVE:
Environmental Improvements (EI2)
Curtis Cathey
1183 Brittmoore Rd., Ste.100
Houston, TX 77043
T: (512) 295-3733
Email: ccathey@ei2austin.com

PAX WATER TECHNOLOGIES

A cleanwater1 Company

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Section 1 : Scope of Supply

Section 2 : Proposal Acceptance

Section 3 : Terms and Conditions

Section 4 : Technical Information

IMPORTANT NOTICE:

PAX Water Technologies is a Division of UGSI Chemical Feed, Inc., a Cleanwater1 company.

All the information in this Proposal or supplied in connection with this Proposal (including drawings, designs and specifications) (collectively, the "Information") is confidential and has been prepared for Buyer's use solely in considering the purchase of the goods and services described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller's advance written consent.

PAX WATER TECHNOLOGIES

A cleanwater1 Company

February 5, 2025

To: Purchasing Department, City of Killeen

Re: Invitation for Bid 25-11 Storage Tank Mixers Rebid (Release Date January 13, 2025)
Invitation for Bid 24-45 Purchase and Installation of 4 Water Storage Tank Mixers (Release Date July 24, 2024)
City of Killeen, TX
PAX Water Technologies File No.: P24-22266-Rev 3

To whom it may concern,

PAX Water Technologies Division of UGSI Chemical Feed, Inc., a cleanwater1 company (PAX), is pleased to provide this Bid Proposal for five (5) PAX PWM250 mixers for the City of Killeen, TX.

Please note the following key points when evaluating our Proposal:

- Our system will be delivered to you with most major components assembled as specified for simple installation. Ancillary components of the mixing system will be shipped loose for installation and connection at the job site.
- Our Proposal is based on the following design criteria:

	Southeast	Bundrant	McMillan #1	McMillan #2	Rodeo
Tank:	EST	EST	GST	GST	EST
Gallons of Stored Water, in Millions	2.5	1.5	1.5	1.5	1.0
Average Asset Turnover, MGD	0.92	0.98	0.41	0.41	0.51
Maximum Asset Turnover, MGD	1.38	1.14	0.67	0.67	0.60
Tank Diameter, in feet	105	90	90	90	75.5
Tank Height, in feet	50	45	37	37	40
Overall Tank Height, in feet	136.5	142	37	37	115
High Water Level, in feet	45	40	32	32	35
Low Water Level, in feet	20	15	18	18	15

A detailed breakdown of our scope of work appears in Section 1 of this Proposal. **Please review it carefully, including our list of exclusions and clarifications, to ensure that a complete system is provided to the City of Killeen, TX.** Section 3 includes our standard Terms and Conditions. All pricing is based on the scope of work described in Section 1 and the Terms and Conditions in Section 3.

Thank you for the opportunity to work with you. If we can be of any further assistance, please do not hesitate to contact our sales representative, Curtis Cathey at Environmental Improvements (EI2), or me at (210) 245-0870.

Sincerely,

Jeremy Scott
Regional Sales Manager

cc: John Busse, cleanwater1, inc.
Curtis Cathey, EI2
Wendy Trinh, PSI Water Technologies, Inc.

PAX WATER TECHNOLOGIES

A cleanwater1 Company

SECTION 1

SCOPE OF SUPPLY PAX PWM250 MIXERS

- A. Scope of Work by PAX
- B. Scope of Work by Others
- C. Clarifications/Exceptions
- D. Terms of Payment/Price Validity
- E. Delivery
- F. Warranty

PAX WATER TECHNOLOGIES

A cleanwater1 Company

A. SCOPE OF WORK BY PAX

The following equipment and services comprise our scope of work:

A1. SOUTHEAST EST

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
1.	PWM250 Mixer Wet Assembly , including: <ul style="list-style-type: none">Stainless-Steel ballast ball and housingEPDM molded footIntegrated power cableThe ability to function continuously regardless of tank cycles230V Three phase 2 horsepower water-cooled motor powered by the PAX Control Center50 ft stainless-steel installation chain	1
2.	Control Center Dry Assembly with SCADA Compatibility , including: NEMA 4 Enclosure: <ul style="list-style-type: none">Lockable and weather resistantOverall weight of control center 70 lbs.Operating temperature range -4 °F to 129 °F (-20 °C to 55 °C)Green and Red LED Indicator lights to display motor statusWhite LED Indicator light to display powerCooling fan Motor Controller/VFD: <ul style="list-style-type: none">Allen Bradley<u>On-site power requirement: 230VAC single phase</u>VFD Rating: 3 HPHOA SwitchThermal shut-off protection built-inCurrent overload protection built-inSine filterBranch-circuit protection SCADA outputs included: <ul style="list-style-type: none">Digital Output signal indicating motor runningDigital Output signal indicating faultDigital Input/Output signal for remote motor on/offRS-485 or Dry Contact connections4-20mA signal	1
3.	Cable 130 ft. , including: <ul style="list-style-type: none">Flat-jacketed 4-conductor	1
4.	Chemical Injection Stems	1
5.	Tank Penetration Accessories <ul style="list-style-type: none">Stainless steel strain relief for 4 wire flat-jacketed cable	1
6.	Submittal and Operation & Maintenance Manual as Follows <ul style="list-style-type: none">Submittals: Qty. One (1) Sent ElectronicallyO&M Manual: Qty. One (1) Sent Electronically	Included
7.	Installation and Electrical Services , including: <ul style="list-style-type: none">Mount PAX control center utilizing Unistrut to tank riser sidewall (ground level). Unistrut attachment secured to sidewall or Unistrut rack with washered Tapcon screws.	Included

PAX WATER TECHNOLOGIES

A cleanwater1 Company

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
	<ul style="list-style-type: none"> ▪ Installation of 1" schedule 40 PVC conduit from mixer control center routed up tank riser access ladder with conduit beam clamps (secured to the ladder stand-offs or magnetic mounts to riser platform. Based on tank design, equipment shall be installed INSIDE the tank. ▪ Tank penetration (if necessary): A 1" hole will be drilled as necessary at riser platform above the high water level to allow for mounting of aluminum conduit body (dry side) to the supplied strain relief (wet side). ▪ A 3/8" hole will be drilled in riser platform to allow mounting of S.S. eyebolt to secure mixer recovery chain. ▪ Physical install of PWM250 into the tank: Installation assumes the mixer to be installed in the tank while empty and be positioned below the roof access hatch nearest the exterior access ladder. The mixer power cable will be secured (nylon zip ties) at 10'-12' intervals to recovery chain to maintain a neat appearance and limit possible entanglement. Recovery chain will be secured to S.S. eyebolt mounted in sidewall of roof access hatch neck/nozzle. Mixer cable will pass through the strain relief and terminate in an aluminum conduit body. ▪ 12 AWG THHN stranded wire (red, black, yellow, green) will be pulled through the 1" PVC conduit from the control center to the conduit body. ▪ Mixer wire will be connected to 12 AWG TTHN wire in conduit body via wire nuts. ▪ 12 AWG TTHN wire to/from the mixer will be connected to the mixer control center. ▪ Measurement of readings will be made to confirm proper mixer operation when mixer is powered on. <ul style="list-style-type: none"> ○ If power is not supplied to controller at time of installation, mixer operation will not be able to be tested and confirmed. PAX will not be responsible to return and confirm operation of mixer at a later date. ▪ Site clean-up of related installation materials. ▪ Furnish tie-in to existing power ▪ Furnish and install 20A/1P Breaker at existing panel board ▪ Furnish connection of power to PAX Mixer ▪ Trenching and backfill for underground electrical 	
8.	Manufacturer's Field Services (1 Day at the Jobsite), including: <ul style="list-style-type: none"> ▪ Installation Inspection ▪ System Start-Up ▪ Operator Training 	Included
9.	FOB Factory, Vineland, NJ, with Full Freight Allowed to Jobsite, Killeen, TX	Included
	BID PRICE [ITEMS A1, lines 1 – 9]	\$ 65,324

PAX WATER TECHNOLOGIES

A cleanwater1 Company

A2. BUNDRANT EST

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
10.	PWM250 Mixer Wet Assembly , including: <ul style="list-style-type: none">▪ Stainless-Steel ballast ball and housing▪ EPDM molded foot▪ Integrated power cable▪ The ability to function continuously regardless of tank cycles▪ 230V Three phase 2 horsepower water-cooled motor powered by the PAX Control Center▪ 50 ft stainless-steel installation chain	1
11.	Control Center Dry Assembly with SCADA Compatibility , including: NEMA 4 Enclosure: <ul style="list-style-type: none">▪ Lockable and weather resistant▪ Overall weight of control center 70 lbs.▪ Operating temperature range -4 °F to 129 °F (-20 °C to 55 °C)▪ Green and Red LED Indicator lights to display motor status▪ White LED Indicator light to display power▪ Cooling fan Motor Controller/VFD: <ul style="list-style-type: none">▪ Allen Bradley▪ <u>On-site power requirement: 230VAC single phase</u>▪ VFD Rating: 3 HP▪ HOA Switch▪ Thermal shut-off protection built-in▪ Current overload protection built-in▪ Sine filter▪ Branch-circuit protection SCADA outputs included: <ul style="list-style-type: none">▪ Digital Output signal indicating motor running▪ Digital Output signal indicating fault▪ Digital Input/Output signal for remote motor on/off▪ RS-485 or Dry Contact connections▪ 4-20mA signal	
12.	Cable 130 ft. , including: <ul style="list-style-type: none">▪ Flat-jacketed 4-conductor	1
13.	Chemical Injection Stems	1
14.	Tank Penetration Accessories <ul style="list-style-type: none">▪ Stainless steel strain relief for 4 wire flat-jacketed cable	1
15.	Submittal and Operation & Maintenance Manual as Follows <ul style="list-style-type: none">▪ Submittals: Qty. One (1) Sent Electronically▪ O&M Manual: Qty. One (1) Sent Electronically	Included
16.	Installation and Electrical Services , including: <ul style="list-style-type: none">▪ Mounting of manufacturer supplied mixer control panel utilizing unistrut to tank riser sidewall (ground level). Unistrut attachment secured to sidewall or Unistrut rack with washered Tapcon screws.▪ Installation of 1" schedule 40 PVC conduit from mixer controller routed up tank riser access ladder with conduit beam clamps (secured to the ladder stand-offs or magnetic mounts in riser tube). Based on tank design, all equipment shall be installed INSIDE the tank.	Included

PAX WATER TECHNOLOGIES

A cleanwater1 Company

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
	<ul style="list-style-type: none">▪ Tank penetration: [if necessary] A 1" hole will be drilled as necessary at riser platform above the high water level to allow for mounting of aluminum conduit body (dry side) to the 1" strain relief (wet side).<ul style="list-style-type: none">○ A 3/8" hole will be drilled in riser platform to allow to mounting of S.S. eyebolt to secure mixer recovery chain.▪ Physical install of PWM-250 into the tank: Installation assumes the mixer to be installed in the tank while empty and be positioned below the roof access hatch nearest the exterior access ladder. The mixer power cable will be secured (nylon zip ties) at 10'-12' intervals to recovery chain to maintain a neat appearance and limit possible entanglement. Recovery chain will be secured to S.S. eyebolt mounted in sidewall of roof access hatch neck/nozzle.<ul style="list-style-type: none">○ Mixer cable will pass through the strain relief and terminate in an aluminum conduit body.▪ 12 AWG THHN stranded wire (red, black, yellow, green) will be pulled through the 1" PVC conduit from the controller to the conduit body.▪ Mixer wire will be connected to 12 AWG TTHN wire in conduit body via wire nuts.▪ 12 AWG TTHN wire to/from mixer will be connected to the mixer controller per manufacturer's instructions.▪ Measurement of readings will be made to confirm proper mixer operation when mixer is powered on.<ul style="list-style-type: none">○ If power is not supplied to controller at time of installation, mixer operation will not be able to be tested and confirmed. PAX will not be responsible to return and confirm operation of mixer at a later date.▪ Site clean-up of related installation materials.▪ Installation includes conduit, conduit connections, wire, and conduit mountain brackets.▪ Furnish tie-in to existing power▪ Furnish and install 20A/1P Breaker at existing panel board▪ Furnish connection of power to PAX Mixer▪ Trenching and backfill for underground electrical	
17.	Manufacturer's Field Services (1 Day at the Jobsite), including: <ul style="list-style-type: none">▪ Installation Inspection▪ System Start-Up▪ Operator Training	Included
18.	FOB Factory, Vineland, NJ, with Full Freight Allowed to Jobsite, Killeen, TX	Included
	BID PRICE [ITEMS A2, lines 10 – 18]	\$ 68,492

PAX WATER TECHNOLOGIES

A cleanwater1 Company

A3. MCMILLAN MOUNTAIN GST NO. 1

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
19.	PWM250 Mixer Wet Assembly , including: <ul style="list-style-type: none">▪ Stainless-Steel ballast ball and housing▪ EPDM molded foot▪ Integrated power cable▪ The ability to function continuously regardless of tank cycles▪ 230V Three phase 2 horsepower water-cooled motor powered by the PAX Control Center	1
20.	Control Center Dry Assembly with SCADA Compatibility , including: NEMA 4 Enclosure: <ul style="list-style-type: none">▪ Lockable and weather resistant▪ Overall weight of control center 70 lbs.▪ Operating temperature range -4 °F to 129 °F (-20 °C to 55 °C)▪ Green and Red LED Indicator lights to display motor status▪ White LED Indicator light to display power▪ Cooling fan Motor Controller/VFD: <ul style="list-style-type: none">▪ Allen Bradley▪ <u>On-site power requirement: 230VAC single phase</u>▪ VFD Rating: 3 HP▪ HOA Switch▪ Thermal shut-off protection built-in▪ Current overload protection built-in▪ Sine filter▪ Branch-circuit protection SCADA outputs included: <ul style="list-style-type: none">▪ Digital Output signal indicating motor running▪ Digital Output signal indicating fault▪ Digital Input/Output signal for remote motor on/off▪ RS-485 or Dry Contact connections▪ 4-20mA signal	
21.	Cable 130 ft. , including: <ul style="list-style-type: none">▪ Flat-jacketed 4-conductor	1
22.	Tank Penetration Accessories <ul style="list-style-type: none">▪ Stainless steel strain relief for 4 wire flat-jacketed cable	1
23.	Chemical Injection Stems	1
24.	Submittal and Operation & Maintenance Manual as Follows <ul style="list-style-type: none">▪ Submittals: Qty. One (1) Sent Electronically▪ O&M Manual: Qty. One (1) Sent Electronically	Included
25.	Installation and Electrical Services , including: <ul style="list-style-type: none">▪ Mounting of manufacturer supplied mixer control panel utilizing unistrut to tank riser sidewall (ground level). Unistrut attachment secured to sidewall or Unistrut rack with washered Tapcon screws.▪ Installation of 1" schedule 40 PVC conduit from mixer controller routed up tank riser access ladder with conduit beam clamps (secured to the ladder stand-offs or magnetic mounts in riser tube). Based on tank design, all equipment shall be installed INSIDE the tank.	Included

PAX WATER TECHNOLOGIES

A cleanwater1 Company

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
	<ul style="list-style-type: none">▪ Tank penetration: [if necessary] A 1" hole will be drilled as necessary at roof access hatch neck above the high water level to allow for mounting of aluminum conduit body (dry side) to the 1" strain relief (wet side).<ul style="list-style-type: none">○ A 3/8" hole will be drilled in roof access hatch neck to allow to mounting of S.S. eyebolt to secure mixer recovery chain.▪ Physical install of PWM-250 into the tank: Installation assumes the mixer to be installed in the tank while empty and be positioned below the roof access hatch nearest the exterior access ladder. The mixer power cable will be secured (nylon zip ties) at 10'-12' intervals to recovery chain to maintain a neat appearance and limit possible entanglement. Recovery chain will be secured to S.S. eyebolt mounted in sidewall of roof access hatch neck/nozzle.<ul style="list-style-type: none">○ Mixer cable will pass through the strain relief and terminate in an aluminum conduit body.▪ 12 AWG THHN stranded wire (red, black, yellow, green) will be pulled through the 1" PVC conduit from the controller to the conduit body.▪ Mixer wire will be connected to 12 AWG TTHN wire in conduit body via wire nuts.▪ 12 AWG TTHN wire to/from mixer will be connected to the mixer controller per manufacturer's instructions.▪ Measurement of readings will be made to confirm proper mixer operation when mixer is powered on.<ul style="list-style-type: none">○ If power is not supplied to controller at time of installation, mixer operation will not be able to be tested and confirmed. PAX will not be responsible to return and confirm operation of mixer at a later date.▪ Site clean-up of related installation materials.▪ Installation includes conduit, conduit connections, wire, and conduit mountain brackets.▪ If Owner prefers controller to be housed in a location remote (building) from tank, Owner is responsible for any trenching installation, and covering of below grade conduit installed as below:<ul style="list-style-type: none">○ 1" PVC electrical conduit with smooth sweep 90s shall be used○ All conduit bell ends shall face toward controller○ Conduit shall be stubbed above grade no less than 24"○ Conduit shall be oriented vertically to side of ladder no more than 8" from shell access ladder sidestrap○ Stubbed conduit shall exit the ground on side of ladder closet to existing roof access hatch so as conduit does not travel behind ladder at any point○ Conduit will be attached to ladder stand-offs to top of tank○ If controller is to be mounted inside of building, Owner is responsible to ensure sufficient space to accommodate mixer controller and allow adequate ventilation▪ Furnish tie-in to existing power▪ Furnish and install 20A/1P Breaker at existing panel board▪ Furnish connection of power to PAX Mixer▪ Trenching and backfill for underground electrical	
26.	Manufacturer's Field Services (1 Day at the Jobsite), including: <ul style="list-style-type: none">▪ Installation Inspection▪ System Start-Up▪ Operator Training	Included

PAX WATER TECHNOLOGIES

A cleanwater1 Company

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
27.	FOB Factory, Vineland, NJ, with Full Freight Allowed to Jobsite, Killeen, TX	Included
	BID PRICE [ITEMS A3, lines 19 – 27]	\$ 68,098

A4. MCMILLAN MOUNTAIN GST NO. 2

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
28.	PWM250 Mixer Wet Assembly , including: <ul style="list-style-type: none">▪ Stainless-Steel ballast ball and housing▪ EPDM molded foot▪ Integrated power cable▪ The ability to function continuously regardless of tank cycles▪ 230V Three phase 2 horsepower water-cooled motor powered by the PAX Control Center▪ 50 ft stainless-steel installation chain	1
29.	Control Center Dry Assembly with SCADA Compatibility , including: NEMA 4 Enclosure: <ul style="list-style-type: none">▪ Lockable and weather resistant▪ Overall weight of control center 70 lbs.▪ Operating temperature range -4 °F to 129 °F (-20 °C to 55 °C)▪ Green and Red LED Indicator lights to display motor status▪ White LED Indicator light to display power▪ Cooling fan Motor Controller/VFD: <ul style="list-style-type: none">▪ Allen Bradley▪ <u>On-site power requirement: 230VAC single phase</u>▪ VFD Rating: 3 HP▪ HOA Switch▪ Thermal shut-off protection built-in▪ Current overload protection built-in▪ Sine filter▪ Branch-circuit protection SCADA outputs included: <ul style="list-style-type: none">▪ Digital Output signal indicating motor running▪ Digital Output signal indicating fault▪ Digital Input/Output signal for remote motor on/off▪ RS-485 or Dry Contact connections▪ 4-20mA signal	
30.	Cable 130 ft. , including: <ul style="list-style-type: none">▪ Flat-jacketed 4-conductor	1
31.	Chemical Injection Stems	1
32.	Tank Penetration Accessories <ul style="list-style-type: none">▪ Stainless steel strain relief for 4 wire flat-jacketed cable	1
33.	Submittal and Operation & Maintenance Manual as Follows <ul style="list-style-type: none">▪ Submittals: Qty. One (1) Sent Electronically▪ O&M Manual: Qty. One (1) Sent Electronically	Included

PAX WATER TECHNOLOGIES

A cleanwater1 Company

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
34.	<p>Installation and Electrical Services, including:</p> <ul style="list-style-type: none">▪ Mounting of manufacturer supplied mixer control panel utilizing unistrut to tank riser sidewall (ground level). Unistrut attachment secured to sidewall or Unistrut rack with washered Tapcon screws.▪ Installation of 1" schedule 40 PVC conduit from mixer controller routed up tank riser access ladder with conduit beam clamps (secured to the ladder stand-offs or magnetic mounts in riser tube). Based on tank design, all equipment shall be installed INSIDE the tank.▪ Tank penetration: [if necessary] A 1" hole will be drilled as necessary at roof access hatch neck above the high water level to allow for mounting of aluminum conduit body (dry side) to the 1" strain relief (wet side).<ul style="list-style-type: none">○ A 3/8" hole will be drilled in roof access hatch neck to allow to mounting of S.S. eyebolt to secure mixer recovery chain.▪ Physical install of PWM-250 into the tank: Installation assumes the mixer to be installed in the tank while empty and be positioned below the roof access hatch nearest the exterior access ladder. The mixer power cable will be secured (nylon zip ties) at 10'-12' intervals to recovery chain to maintain a neat appearance and limit possible entanglement. Recovery chain will be secured to S.S. eyebolt mounted in sidewall of roof access hatch neck/nozzle.<ul style="list-style-type: none">○ Mixer cable will pass through the strain relief and terminate in an aluminum conduit body.▪ 12 AWG THHN stranded wire (red, black, yellow, green) will be pulled through the 1" PVC conduit from the controller to the conduit body.▪ Mixer wire will be connected to 12 AWG TTHN wire in conduit body via wire nuts.▪ 12 AWG TTHN wire to/from mixer will be connected to the mixer controller per manufacturer's instructions.▪ Measurement of readings will be made to confirm proper mixer operation when mixer is powered on.<ul style="list-style-type: none">○ If power is not supplied to controller at time of installation, mixer operation will not be able to be tested and confirmed. PAX will not be responsible to return and confirm operation of mixer at a later date.▪ Site clean-up of related installation materials.▪ Installation includes conduit, conduit connections, wire, and conduit mountain brackets.▪ If Owner prefers controller to be housed in a location remote (building) from tank, Owner is responsible for any trenching installation, and covering of below grade conduit installed as below:<ul style="list-style-type: none">○ 1" PVC electrical conduit with smooth sweep 90s shall be used○ All conduit bell ends shall face toward controller○ Conduit shall be stubbed above grade no less than 24"○ Conduit shall be oriented vertically to side of ladder no more than 8" from shell access ladder sidestrap○ Stubbed conduit shall exit the ground on side of ladder closet to existing roof access hatch so as conduit does not travel behind ladder at any point	Included

PAX WATER TECHNOLOGIES

A cleanwater1 Company

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
	<ul style="list-style-type: none">○ Conduit will be attached to ladder stand-offs to top of tank○ If controller is to be mounted inside of building, Owner is responsible to ensure sufficient space to accommodate mixer controller and allow adequate ventilation▪ Furnish tie-in to existing power▪ Furnish and install 20A/1P Breaker at existing panel board▪ Furnish connection of power to PAX Mixer▪ Trenching and backfill for underground electrical	
35.	Manufacturer's Field Services (1 Day at the Jobsite), including: <ul style="list-style-type: none">▪ Installation Inspection▪ System Start-Up▪ Operator Training	Included
36.	FOB Factory, Vineland, NJ, with Full Freight Allowed to Jobsite, Killeen, TX	Included
	BID PRICE [ITEMS A4, lines 28 – 36]	\$ 68,098

A5. RODEO EST

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
37.	PWM250 Mixer Wet Assembly, including: <ul style="list-style-type: none">▪ Stainless-Steel ballast ball and housing▪ EPDM molded foot▪ Integrated power cable▪ The ability to function continuously regardless of tank cycles▪ 230V Three phase 2 horsepower water-cooled motor powered by the PAX Control Center▪ 50 ft stainless-steel installation chain	1
38.	Control Center Dry Assembly with SCADA Compatibility, including: NEMA 4 Enclosure: <ul style="list-style-type: none">▪ Lockable and weather resistant▪ Overall weight of control center 70 lbs.▪ Operating temperature range -4 °F to 129 °F (-20 °C to 55 °C)▪ Green and Red LED Indicator lights to display motor status▪ White LED Indicator light to display power▪ Cooling fan Motor Controller/VFD: <ul style="list-style-type: none">▪ Allen Bradley▪ <u>On-site power requirement: 230VAC single phase</u>▪ VFD Rating: 3 HP▪ HOA Switch▪ Thermal shut-off protection built-in▪ Current overload protection built-in▪ Sine filter▪ Branch-circuit protection SCADA outputs included: <ul style="list-style-type: none">▪ Digital Output signal indicating motor running▪ Digital Output signal indicating fault	

PAX WATER TECHNOLOGIES

A cleanwater1 Company

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
	<ul style="list-style-type: none">▪ Digital Input/Output signal for remote motor on/off▪ RS-485 or Dry Contact connections▪ 4-20mA signal	
39.	Cable 130 ft. , including: <ul style="list-style-type: none">▪ Flat-jacketed 4-conductor	1
40.	Tank Penetration Accessories <ul style="list-style-type: none">▪ Stainless steel strain relief for 4 wire flat-jacketed cable	1
41.	Submittal and Operation & Maintenance Manual as Follows <ul style="list-style-type: none">▪ Submittals: Qty. One (1) Sent Electronically▪ O&M Manual: Qty. One (1) Sent Electronically	Included
42.	Installation and Electrical Services , including: <ul style="list-style-type: none">▪ Mounting of manufacturer supplied mixer control panel utilizing unistrut to tank riser sidewall (ground level). Unistrut attachment secured to sidewall or Unistrut rack with washered Tapcon screws.▪ Installation of 1" schedule 40 PVC conduit from mixer controller routed up tank riser access ladder with conduit beam clamps (secured to the ladder stand-offs or magnetic mounts in riser tube). Based on tank design, all equipment shall be installed INSIDE the tank.▪ Tank penetration: [if necessary] A 1" hole will be drilled as necessary at riser platform above the high water level to allow for mounting of aluminum conduit body (dry side) to the 1" strain relief (wet side).<ul style="list-style-type: none">○ A 3/8" hole will be drilled in riser platform to allow to mounting of S.S. eyebolt to secure mixer recovery chain.▪ Physical install of PWM-250 into the tank: Installation assumes the mixer to be installed in the tank while empty and be positioned below the roof access hatch nearest the exterior access ladder. The mixer power cable will be secured (nylon zip ties) at 10'-12' intervals to recovery chain to maintain a neat appearance and limit possible entanglement. Recovery chain will be secured to S.S. eyebolt mounted in sidewall of roof access hatch neck/nozzle.<ul style="list-style-type: none">○ Mixer cable will pass through the strain relief and terminate in an aluminum conduit body.▪ 12 AWG THHN stranded wire (red, black, yellow, green) will be pulled through the 1" PVC conduit from the controller to the conduit body.▪ Mixer wire will be connected to 12 AWG TTHN wire in conduit body via wire nuts.▪ 12 AWG TTHN wire to/from mixer will be connected to the mixer controller per manufacturer's instructions.▪ Measurement of readings will be made to confirm proper mixer operation when mixer is powered on.<ul style="list-style-type: none">○ If power is not supplied to controller at time of installation, mixer operation will not be able to be tested and confirmed. PAX will not be responsible to return and confirm operation of mixer at a later date.▪ Site clean-up of related installation materials.▪ Installation includes conduit, conduit connections, wire, and conduit mountain brackets.▪ Furnish tie-in to existing power▪ Furnish and install 20A/1P Breaker at existing panel board▪ Furnish connection of power to PAX Mixer▪ Trenching and backfill for underground electrical	Included

PAX WATER TECHNOLOGIES

A cleanwater¹ Company

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
43.	Manufacturer's Field Services (1 Day at the Jobsite), including: <ul style="list-style-type: none">▪ Installation Inspection▪ System Start-Up▪ Operator Training	Included
44.	FOB Factory, Vineland, NJ, with Full Freight Allowed to Jobsite, Killeen, TX	Included
	BID PRICE [ITEMS A5, lines 37 – 44]	\$ 72,190
TOTAL BID PRICE [ITEMS A1 – A5, lines 1 – 44]		\$ 342,202¹

¹ Price assumes mixer control panel is to be located inside tank riser at ground level. The controller shall be mounted to riser sidewall or shall provide Uni-strut mounting support (for mixer controller only) for the controller utilizing existing foundation whichever is most feasible.

PAX WATER TECHNOLOGIES

A cleanwater1 Company

B. SCOPE OF WORK BY OTHERS

1. Equipment unloading and installation.
2. All civil works, concrete penetrations, concrete work, and concrete pad for equipment.
3. Any underground, trenching, or structural work not explicitly listed under Scope of Work by PAX above.
4. Anchor bolts, seismic restraints, S.S. shackles, and any associated seismic calculations.
5. Heat tracing and insulation of all interconnecting equipment.
6. Any supply or install of room ventilation, air conditioning, lighting, signs, powered vents, water or air heaters, pressure tanks, sinks, showers, drains and/piping, controllers/switches.
7. Any video recording.
8. Installation, supply, or connection of incoming electrical power to control panel or other equipment not explicitly listed under Scope of Work by PAX above.
9. Any safety disconnects or enclosures.
10. Any electrical conduit runs including any below grade conduit supply or installation not explicitly listed under Scope of Work by PAX above.
11. Any tank recoating services, labor, or parts.
12. All electrical conduit, wiring, electrical material, connection, etc. between control panel, SCADA, etc not explicitly listed under Scope of Work by PAX above.
13. Any installation of electrical outlets, inspection, or engineering.
14. Any installation of pull boxes, pipe raceways, sumps, sewer connection, or water supply piping not explicitly listed under Scope of Work by PAX above.
15. Any line locates of any type, radiological/magnetic locates.
16. Any welding.
17. Any tank cleaning or disinfection.
18. Any samples.
19. All taxes, fees, lien waivers, bonds and licenses.
20. Any permitting or regulatory approvals.
21. Any liquidated damages.
22. Supply or installation of lighting fixture, signs, mounting brackets on concrete surfaces or steel surfaces (unless mentioned above), powered vents, water or air heaters, pressure tanks, sinks, showers, drains, and/piping, controllers/switches, existing line locates, training, permits, any below grade conduit supply or installation, installation of pull boxes, pipe raceways, sumps, sewer connection, water supply piping, or tank painting.
23. Any items not explicitly listed under Scope of Work by PAX above.

PAX WATER TECHNOLOGIES

A cleanwater1 Company

C. CLARIFICATIONS/EXCEPTIONS

1. **PAX will provide the PAX Mixer in the Scope of Supply by PAX above in accordance to PAX's standard specification. PAX takes exception to any deviations outside PAX's standard specification (Section 4).**
2. **If power is not supplied to controller at time of installation, mixer operation will not be able to be tested and confirmed. PAX will not be responsible to return and confirm operation of mixer at a later date.**
3. Price assumes mixer control panel is to be located inside tank riser at ground level. STCI will mount controller to riser sidewall or shall provide Uni-strut mounting support (for mixer controller only) for the controller utilizing existing foundation whichever is most feasible.
4. PWM250 utilizes stainless steel chain for lowering mechanism.
5. **On-site power requirement to the Control Center of the PAX Mixer is 230VAC single phase.**
6. **Reservoir Low Water Level must be above 6 feet for the PWM250 to mix effectively.**
7. If transaction is tax-exempt, please submit Tax Exemption Certificate to PAX.
8. PAX requires a minimum of two (2) weeks notification prior to performing onsite installation inspection, system start-up and training. PAX will work with you to attempt to accommodate your scheduling needs. Contact the Service Department at (866) 729-6493 to schedule the onsite visit.
9. Once the on-site service has been scheduled, PAX requires a minimum of one (1) week notification in the event of a delay. Notice of delay received less than one (1) week prior to a scheduled site visit may result in a change fee.

D. TERMS OF PAYMENT/PRICE VALIDITY

- Payment terms are 100% net 30 days after shipment of equipment.
- Price valid for 30 days. PAX may reprice this Proposal thereafter or if delivery occurs more than 365 days after PAX receives a mutually agreed order.

E. DELIVERY

- Submittals: 2 weeks after receipt of mutually agreed order
- Equipment Shipment: 6-7 weeks after approval of submittals

F. WARRANTY

- PAX will warrant the equipment for 5 years as set forth in its standard warranty included in the Terms and Conditions at Section 3 of this Proposal.

PAX WATER TECHNOLOGIES

A cleanwater1 Company

SECTION 2

PROPOSAL ACCEPTANCE

PAX Water Technologies File No.: P24-22266-Rev 3

- 1) This Proposal by PAX Water Technologies ("Seller") is contingent upon the undersigned buyer ("Buyer") executing this Proposal, including without limitation agreeing to the terms and conditions contained in this Proposal.
- 2) Please return a signed copy of this Proposal to:
PAX Water Technologies
550 Sycamore Drive
Milpitas, CA 95035
Attn: Orders
Phone: (510) 550-7100
E-mail: orders@cleanwater1.com

Thank you for your interest in PAX. We are committed to meeting your expectations.

Proposal Acceptance

An authorized signature indicates Buyer's acceptance of this Proposal, including without limitation the Terms and Conditions in Section 3 below.

Company Name

Buyer's Name (printed)

Date

Buyer's Authorized Signature

Requested Arrival Date

Bill To Name: _____	Ship To Name: _____
Bill To Email: _____	Ship To Email: _____
Bill To Phone: _____	Ship To Phone: _____
Bill to Address: _____	Ship to Address: _____
_____ City State Zip	_____ City State Zip

Phone: (210) 245-0870

Email: jscott@cleanwater1.com

Web: cleanwater1.com

SECTION 3

TERMS AND CONDITIONS

1. **Applicable Terms.** These terms govern Seller's sale, and Buyer's purchase, of the products and/or services referred to in Seller's proposal or quotation (collectively, the "Products"). The front page of Buyer's purchase order (disregarding any reference to terms and conditions and any provisions that conflict herewith), if any, together with the description of the Products in Seller's proposal or quotation and these terms and conditions comprise the complete and exclusive agreement between the parties (the "Agreement") related to the purchase and sale of the Products. All prior communications, documents, negotiations and representations, if any, are merged herein. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All orders are subject to prior credit approval by Seller.

2. **Pricing.** The prices shall be: (a) as stated in Seller's proposal or order acknowledgment, or (b) if none are stated, Seller's standard prices in effect at the time of release for shipment.

3. **Payment.** Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller will become immediately due and payable without notice or demand. Buyer will pay 1½% interest per month, compounded monthly, on all amounts not received by the due date. Buyer hereby grants Seller a purchase money security interest in the Products until such time as Seller is fully paid. Buyer will assist Seller in taking action to perfect and protect Seller's security interest. Seller may make partial shipments, in which case, Buyer shall pay for each shipment in accordance with the terms hereof.

4. **Taxes, Shipping, Packing.** Except to the extent expressly stated otherwise in these terms or in Seller's proposal or quotation, prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges, and Buyer shall pay such amounts or reimburse Seller for any such amounts Seller pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs, and penalties arising out of same. Prices include the costs of Seller's standard domestic packing only. Any deviation from standard packing (domestic or export) shall result in extra charges. Any and all increases, changes, adjustments, or surcharges (including fuel surcharges) which may arise in connection with the freight charges, rates or classification included as part of this Agreement, shall be for the Buyer's account.

5. **Delivery.** Products shall be delivered F.O.B. Seller's point of shipment or Ex Works Seller's point of shipment if being delivered outside the United States. All delivery dates are estimated and are dependent in part upon prompt receipt of all necessary information from Buyer, including submittal approvals, if applicable, and all required commercial documentation. Seller will make a good faith effort to complete delivery of the Products on the date and to the location specified in writing by Buyer, but Seller assumes no liability for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the Products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or representatives, storage and all other additional costs and risks will be borne solely by Buyer. Any claims for Products damaged or lost in transit ("Transit Losses") must be made by Buyer to the carrier and reported to Seller within one business day following delivery to Buyer.

6. **Inspection and Acceptance.** Buyer will have seven days from the date Buyer receives any Products to inspect such Products for defects and nonconformance which are not due to Transit Losses, and to notify Seller, in writing, of any defects, nonconformance or rejection of such Products. After such seven-day period, Buyer will be deemed to have irrevocably accepted the Products, if not previously accepted.

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After such acceptance, Buyer will have no right to reject or revoke acceptance of the Products for any reason.

7. Returns and Cancellation. Buyer may not return custom engineered Products. Buyer may return other Products only with Seller's prior written approval, which may be withheld in Seller's sole discretion. Any authorized return will be subject to payment of a restocking charge and will be allowed only if the subject Product: (i) is in new condition, suitable for resale, and (ii) has not been used, installed, modified, altered or damaged. The restocking charge for authorized returns will be no less than (x) 25% of the purchase price, net of any freight charges included in the purchase price, plus (y) 100% of freight costs incurred by Seller. Buyer is responsible for the payment or reimbursement of return freight charges. Returns will be shipped F.O.B. Seller's location. Seller may, but will not be obligated to, treat any cancellation of an accepted order as an authorized return.

8. Force Majeure. Seller will have no liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government, epidemic or other public health crisis, or any other cause beyond Seller's reasonable control.

9. Warranty. Seller warrants to Buyer and the initial end-user of the Product (collectively, the "Owner") for the Warranty Period (as defined below) that each Product is free from defects in material and workmanship and conforms to Seller's specifications applicable to the Product. Seller's warranty is conditioned on (i) Seller's verification of the alleged breach; (ii) the Product being stored, handled, installed, started-up, operated and maintained in accordance with Seller's instructions, (iii) no repairs, modifications or alterations being made to the Product other than by Seller or its authorized representatives, (iv) Owner providing prompt written notice of any warranty claims within the Warranty Period, and (v) at Seller's discretion, Owner either removing and shipping the Product or non-conforming part thereof to Seller, such freight cost to be paid by Seller, or Owner granting Seller access to the Products at all reasonable times and locations to assess the warranty claims. Seller's warranty does not cover damage due to (x) acts of nature or third parties, or (y) ordinary wear and tear.

The sole remedy for any breach of Seller's warranty is limited to Seller's choice of repair or replacement of the Product, or non-conforming parts thereof, F.O.B. jobsite, or refund of the purchase price for the subject Product or part. Seller reserves the right to provide new or reconditioned replacement Products or parts (collectively, "Replacement Items"). The warranty on Replacement Items is limited to the remainder of the original Warranty Period and otherwise subject to the terms of this warranty. This warranty includes labor to install Replacement Items, subject to the following conditions: (a) Seller will reimburse Owner's reasonable, documented labor costs to install the Replacement Items up to an aggregate maximum of \$2,500 over the full Warranty Period; and (b) Seller may elect, but is not obligated, to install the Replacement Items itself, in which case (i) Seller will bear all of its costs of installation; and (ii) Seller's obligations to pay for or provide additional labor under this warranty will be discharged in full. In any event, labor costs of divers and labor costs required to drain the storage tank or reservoir are excluded from this warranty. If Seller determines that any alleged defect or damage is not covered by this warranty, Seller will charge, and Owner will pay, Seller's normal rates for any inspection or repair performed by Seller, and for any materials provided or used in connection therewith.

The "Warranty Period" applicable to each Product begins on the date of installation or three (3) months after shipment, whichever comes first, and continues for 60 months thereafter.

THE WARRANTY SET FORTH IN THIS SECTION IS INTENDED TO BE SELLER'S SOLE AND EXCLUSIVE WARRANTY AND SELLER'S WARRANTY IS SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES REGARDING SERVICES RENDERED, IF ANY, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. IF IT IS ALLEGED OR DETERMINED THAT SELLER HAS MADE ANY OTHER WARRANTIES, SUCH OTHER WARRANTIES SHALL BE SUBJECT TO ALL THE CONDITIONS, LIMITATIONS, AND PROCEDURES SET FORTH IN THIS SECTION 9 AND SECTION 10 BELOW.

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10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCTS WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES, AND BUYER ACKNOWLEDGES THAT IT IS KNOWINGLY LIMITING THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO BUYER. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO BUYER HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT BUYER MAY INCUR.

11. **Remedies of Seller.** Any of the following will constitute an event of default which will enable Seller, at its option and without liability to Buyer, to cancel any unexecuted portion of the order that is the subject of this Agreement and to exercise any other right or remedy expressed herein or otherwise available at law or in equity: (i) the failure of Buyer to make any payment required hereunder when due ("Payment Default") or to perform any other term or condition contained herein; (ii) the insolvency of Buyer or its failure to pay its debts as they mature, an assignment by Buyer for the benefit of its creditors, the appointment of a receiver for Buyer or for the materials covered by this Agreement, or the filing of any petition to adjudicate Buyer bankrupt; (iii) a failure by Buyer to provide adequate assurance of performance within ten days after a justified demand by Seller; or (iv) if Seller, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. Seller's obligations under Section 9 hereof will be suspended during the pendency of any Payment Default. No such suspension will extend Seller's obligations under Section 9 beyond the Warranty Period provided therein. Seller's election of any remedy in the event of a default by Buyer will not preclude Seller from exercising any other remedy available to Seller hereunder or at law or in equity for the same or any other default. In the event it becomes necessary to incur any expense for collection of any overdue account, Seller's collection charges, including attorneys' fees and expenses, will be added to the balance due and Buyer will pay all such charges together with interest thereon from the date incurred in accordance with Section 3.

12. **Equal Employment Opportunity.** Seller is an equal opportunity employer. The parties shall, as applicable, abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a) and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A) (relating to the notice of employee rights under federal labor laws), and these laws and regulations are incorporated herein by reference.

13. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, export, transfer, assignment, disposal, and use of the Products provided under this Agreement, including any export license requirements. Buyer agrees that such Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

14. **Miscellaneous.** No part of this Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. As used in this Agreement, "including" and its variants mean "including without limitation" and its variants. No course of dealing or performance, usage of trade, or failure to enforce any term will be used to modify the Agreement. Buyer acknowledges that it has not relied upon any letters of intent, agreements, promises, negotiations, statements or representations other than those expressly set forth in this Agreement and that no such extraneous document or other communication shall be of any force or effect. Buyer agrees and warrants that in entering into this

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Agreement, Buyer is relying solely upon the information contained in this Agreement and not in reliance upon any other information. If any of these terms is unenforceable, such term will be limited only to the extent necessary to make it enforceable, and all other terms will remain in full force and effect. Buyer may not assign this Agreement without Seller's prior written consent. This Agreement will be governed by the laws of the State of California without regard to its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Any bond issued by Seller in connection with the sale of the Products shall remain in effect for a maximum of two (2) years after acceptance of the Products, and the only warranty, guaranty or Product performance obligations covered thereby shall be those at Section 9 above. Buyer covenants to return any such bond to Seller upon the earlier to occur of (x) the expiration of the Warranty Period, and (y) the expiration of the aforesaid two-year period. All Product performance obligations of Seller are contingent on the conditions of and within the tank in which the Products are installed being as specified by Seller and will be considered satisfied and discharged upon successful completion of the initial Product performance testing. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY.

Rev Date 03.25.22

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SECTION 4

TECHNICAL INFORMATION

PAX PWM250 MIXERS

**[DRINKING WATER MASTER SPECIFICATION]
SUBMERSIBLE MIXER
[PROJECT TITLE]
SECTION 11220**

PART 1 – GENERAL

1.1 SCOPE

- A. This section covers submersible tank mixing systems up to 2.0 HP in size intended for continuous use while submersed in potable water storage tanks. Each mixer shall have the ability to function continuously on a year-round basis, regardless of drain and fill cycles. Each mixer shall consist of a water-filled submersible motor, a nozzle mounted on a submersible stainless-steel casing, and a non-submersible control center that houses all control electronics.

1.2 THE REQUIREMENT

- A. CONTRACTOR shall furnish a PWM250V3 PAX Mixer with a PCC255V3 PAX Control Center and install submersible mixing system together with controls and accessories necessary for a complete and operable system.
- B. UTILITY shall furnish electrical conduit with 230VAC Single Phase voltage and a 20 Amp non-GFCI circuit breaker up to the point of installation of the mixing system utilizing a PAX control center.
- C. UTILITY shall also provide conduit from control center to tank penetration for submersible motor cable and penetration through tank for same cable.

1.3 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. Comply with the applicable reference specifications as specified in the General Requirements
- B. Occupational Safety and Health Administration, OSHA
- C. NSF/ ANSI Standard 61
- D. Underwriters Laboratories Inc., UL 508

1.4 CONTRACTOR SUBMITTALS

- A. NSF Certification
 - 1. Copies of the NSF-61 certified listing for all material being placed inside the tank and headspace, including the motor and power cable.
- B. Installation, Operations, and Maintenance Manuals shall be obtained from the equipment manufacturer and submitted. The following sections shall be included:
 - 1. General equipment specifications and data sheets
 - 2. Installation, start-up, operation, and maintenance instructions
 - 3. Factory-recommended maintenance schedule
 - 4. Wiring diagrams specifying what electrical wiring needs to be done onsite during and prior to the installation, and by which responsible party
 - 5. List of equipment or tooling necessary for diagnostics, troubleshooting, repair or general maintenance

1.5 QUALITY ASSURANCE

- A. Each mixing system shall be tested prior to deployment according to the manufacturer's standard factory testing practices at the factory testing facilities.
- B. Complete mixing system is NSF/ANSI Standard 61 certified.

1.6 WARRANTY

- A. For the period beginning with installation or 3 months after shipment to Buyer, whichever is earlier and ending 60 months thereafter, the mixer, including its associated controller, is warranted to be free from defects in material and workmanship and to conform to Seller's specification applicable to the product –

PART 2 – PRODUCTS

2.1 PERFORMANCE

- A. Mixing system shall completely mix reservoir according to the following minimum performance requirements. These requirements can be measured and validated after installation by operators with readily available tools such as temperature probes and total chlorine grab samplers.
 - 1. Temperature Uniformity
For tanks up to 2,000,000 gallons in volume: All temperatures shall converge to within 0.50°C within 24 hours after mixer is installed and activated.
 - 2. Disinfectant Residual Uniformity
For tanks up to 2,000,000 gallons in volume: Disinfectant residual within top five feet of tank and bottom five feet of tank will converge to within 0.20 ppm within 24 hours after mixer is installed and activated. During continuous operation of the mixer, disinfectant residual will converge to within 0.20 ppm at least once every 24 hours.

2.2 GENERAL

- A. Mixing system consists of a nozzle mounted in a submersible stainless-steel casing. System is lowered to the tank floor and creates a vortical flow pattern inside the tank. Devices with an externally mounted pump shall not be acceptable. Mixer operation shall be independent of tank drain and fill cycles to ensure constant mixing. Mixer shall weigh less than 60 pounds (~ 27kg) and be able to be hoisted, installed, and/or removed by on-site personnel without additional equipment needed, and so that there is no crush hazard or entanglement hazard present, and so that weight of mixer on tank floor does not cause damage to interior coating.
- B. Mixing system inlet shall be elevated at a minimum of 6 inches above tank floor to avoid disturbing accumulated tank sediment or entraining particles and causing accelerated wear of moving parts.
- C. Mixers using submersible pump with slit or “water sheet” or horizontal motor mounting designs are not acceptable.
- D. Mixers shall include a buoyancy mechanism to keep nozzle pointing upright no matter the angle of the tank floor
- E. Mixers shall include integrated chain as a lowering mechanism for simplicity
- F. Mixer provider must have more than 1000 installation of similar equipment in potable water tanks or reservoirs.
- G. Mixers shall have no oil-filled parts
- H. All wet-side mixer components shall be certified to the NSF/ANSI Standard 61
- I. Dry-side mixer components shall include sine filter to prolong motor life and reduce noise level.
- J. Power source for mixer shall be 230VAC single phase grid power to allow unit to continue 24/7 operation.
- K. No regular, periodic maintenance required on the wet-side components in typical potable water application
- L. No passive mixing system allowed.

2.3 CONSTRUCTION

- A. Components – wet-side: shall be NSF/ANSI Standard 61 certified.

Equipment entering tank shall not adhere to, scratch or otherwise cause damage to internal tank coating or put undue stress on the materials of the tank construction. Equipment shall fit through a standard hatch of size 18” x18” or larger. UTILITY may prefer to puncture sidewall or ceiling of tank (in place of penetrating the hatchway) to allow motor cable entry into the tank and protection against freezing/ice damage.

Each submersible mixer shall consist of the following components, regardless of the power source selected:

- 1. Nozzle
AISI Type 316 Stainless Steel
- 2. Nozzle housing
AISI Type 316 Stainless Steel
Brush finish to minimize surface corrosion
Buoyancy mechanism to keep nozzle pointing upright no matter the angle of the tank floor
Chlorine/chloramine resistant rubber foot pad to avoid scratching tank floor
Integrated power cable and lowering mechanism for simplicity
- 3. Motor
Stainless Steel 304 body
Chlorine/Chloramine resistant rubber seals

Fully submersible

B. Components – dry-side: 230VAC control center shall consist of the following components:

1. Enclosure
 - Type 4 (NEMA 4) Lockable
 - Weather Resistant
 - Overall weight of control center not to exceed 70 lbs.
 - Green and Red LED Indicator lights show motor status
 - White Power Indicator Led
 - Cooling Fan
2. Motor Controller/VFD
 - Rated to 3.0 HP
 - Operating temperature range -4 °F to 129 °F (-20 °C to 54 °C)
 - HOA Switch
 - Manual speed control
 - Thermal shut-off protection built-in
 - Current overload protection built-in
 - SCADA outputs included:
 - Digital Output signal indicating motor running
 - Digital Output signal indicating fault
 - Digital Input/output signal allowing remote motor on/off
 - RS-485 or Dry Contact connections
 - 4-20mA Signal
3. Panel equipped with a 230VAC 20-Amp main breaker
4. Sine Filter

2.4 CONTROLS

- A. Each unit shall be equipped with all necessary controls, inter-wired, to provide the following minimum functions:
1. On/Off switch to control power to mixer.
 2. Automatically activated motor shut-off if water level drops below motor height in tank.
 3. Sine filter
 4. Any other controls shown on electrical and instrumentation drawings

2.5 ACCEPTABLE MANUFACTURERS:

- A. PAX Water Technologies (Milpitas, California)

PART 3 – EXECUTION

3.1 INSTALLATION

- A. The CONTRACTOR shall furnish services of a factory-trained installation contractor or crew having experience with installation procedures and operation and maintenance requirements for the type of equipment installed under these specifications. Mixer must be able to be installed through an 18x18 inch hatch. Mixer must be able to be installed without draining tank or taking tank out of service. Wet-side of Mixer shall weigh less than 60 pounds (~27 kg) and dry-side shall weigh less than 70 pounds (~32 kg). Both wet-side and dry-side shall be able to be hoisted, installed, and/or removed by on-site personnel without additional equipment needed, and so that there is no crush hazard or entanglement hazard present, and so that weight of mixer on tank floor does not cause damage to interior coating.
- B. Tank penetration is recommended to be above tank water line, typically through the hatch sidewall.
 - 1. Fitting will prevent moisture intrusion into tank and ideally be horizontally oriented.
 - 2. Fitting shall be 1-inch diameter fitting to allow cable to pass through.
 - 3. Strain relief for power cable shall be part of the contractor-supplied fitting for tanks more than 30 feet in depth.
 - 4. For tanks more than 70 feet in depth, or at customer's discretion, a water-tight penetration may be installed under the waterline.
- C. Installation of the in-tank ("wet-side") components may be performed in any of the following ways.
 - 1. Installation below a hatch opening in a full tank utilizing the Mixer power cord.
 - 2. Installation by personnel with confined space training while the tank is drained and empty.
 - 3. Installation by tank manufacturer personnel during tank manufacture.
- D. Installation of the outside-of-tank ("dry-side") components may be performed by:
 - 1. Third party representatives or CONTRACTORS according to the manual provided.
 - 2. UTILITY personnel according to the manual provided
- E. The mixer and control center shall be installed in accordance with approved procedures submitted and Manufacturer's instructions supplied, unless otherwise approved in writing from the Manufacturer.

3.2 TRAINING

- A. PAX Water Technologies staff (or their representatives) will instruct designated UTILITY personnel in the safe and proper operation of the PAX Water Mixer. This training will reference the operations manual provided with equipment and show how to check for proper functioning of the equipment.