

## **NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN THAT sealed bids for **POLY ORTHOPHOSPHATE** will be received by the Board of Directors of the Water Authority of Great Neck North (the "Authority"), at the offices of the Authority at 50 Watermill Lane, Great Neck, New York 11021 until 10:00 am on Thursday, October 9, 2014, at which time they will be publicly opened and read. Bid Documents are on the Authority's website, under the Bid Proposal Tab: <http://www.waterauthorityofgreatnecknorth.com>.

Each bid must be accompanied by a certified or bank check made payable to the order of "Water Authority of Great Neck North" in the amount of \$2,500 (the "Bid Security"), which, for the purpose of the bid, shall be assumed to be equal to five percent of the value of the total bid, and a commitment by the Bidder that, if its bid is accepted, it shall attend at the office of the Counsel to the Authority during normal business hours or at such other agreed time within ten calendar days after the date of notification of acceptance of its bid, and there sign the Contract for the work and furnish the required security and insurance documents. Attention of the bidders is directed to the requirements as to the conditions of equal opportunity employment. The Authority reserves the right to reject any and all bids, to waive any informalities therein, and to accept the bid, which in its opinion, is in the best interests of the Authority, to the extent permitted by law.

**BOARD OF DIRECTORS**  
**WATER AUTHORITY OF GREAT NECK NORTH**  
Michael C. Kalnick, Chairperson  
Dated: September 5, 2014

## INFORMATION TO BIDDERS

### IB-1. BIDS FOR PROJECT.

1.1. The Board of Directors of the Water Authority of Great Neck North (the "Authority") will receive sealed bids for its: **ANNUAL CONTRACT FOR POLY ORTHOPOHOSPHATE**. This Contract shall be for the period of January 1, 2015 through December 31, 2015, and, at the sole option of the Authority, renewable annually for two additional years, January 1, 2016, through December 31, 2016, and January 1, 2017 through December 31, 2017.

### IB-2. TIME AND PLACE OF BID.

2.1. The sealed bids are required to be submitted at the office of the Authority prior to **10:00 am on Thursday, October 9, 2014**, at which time they will be opened and considered. The Bidder will be responsible for the physical delivery of the sealed bid to the above place at the above time, and use of the mail or other delivery service is at the bidder's risk.

### IB-3. ENVELOPES - CONTENTS.

3.1. All bids must be **submitted in a sealed envelope marked "POLY ORTHOPHOSPHATE BID"**, which, **in addition to the bid**, shall contain a **second envelope** marked "**QUALIFICATIONS**", which shall contain the **both** the required **qualification documents** and the **Bid Security**.

### IB-4. VERBAL ANSWERS.

4.1. The Authority shall not be responsible in any manner for verbal answers to inquiries made regarding the meaning of the specifications prior to the awarding of the Contract.

### IB-5. INSPECTION OF SITES.

5.1. Bidders must satisfy themselves by personal examination of the locations of the proposed work and of the actual conditions and requirements of the work and shall not, at any time after the submission of the bid, dispute or complain of such estimate or assert that there was any misunderstanding in regard to the nature of the work to be done. **PLEASE BE ADVISED THAT ACCESS TO ANY AUTHORITY SITE SHALL ONLY BE AVAILABLE BY VISITING THE AUTHORITY OFFICES AND BY ESCORT OF AN AUTHORITY EMPLOYEE. IF YOU VISIT ANY AUTHORITY SITE ON YOUR OWN WITHOUT AN AUTHORITY ESCORT, YOU SHALL BE SUBJECT TO IMMEDIATE ARREST. PLEASE MAKE AN APPOINTMENT BY CALLING 516-482-0210 AND REQUESTING THE ASSISTANT SUPERINTENDENT.**

5.2. By submitting its bid, a bidder acknowledges and warrants that it has inspected the sites of the work and has examined the Contract Documents.

### IB-6. AFFIRMATIVE ACTION.

6.1. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual preference, age, protected disability, marital status, or otherwise in violation of the Laws; and will undertake or continue programs of affirmative action to ensure that minority group persons and women are afforded equal employment opportunity without discrimination. Such action shall be taken with reference to, but not limited to, recruitment, employment, job, assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeship and on-the-job training.

6.2. At the request of the Authority, the Contractor shall request each employment agency, labor union or authorized representative of workers with which it has a collective bargaining or other agreement or understanding to furnish a written statement that such employment agency, labor union, or representative shall not discriminate because of race, creed, color, national origin, sex, sexual preference, age, protected disability, marital status, or otherwise in violation of the Laws, and that such employment agency, union, or representative will cooperate in the implementation of the Contractor's obligations here under.

6.3. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor in performance of this Contract that all qualified applicants will be afforded equal employment opportunity without discrimination because of race, creed, color, national origin, sex, sexual preference, age, protected disability, or marital status.

6.4. The Contractor will include the provisions of this paragraph 6 in every subcontract and purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its working connection with the contract.

#### IB-7. BID AND SIGNING OF CONTRACT.

7.1. The form of bid contained in the Contract Documents must be used in bid submissions. Failure to use said form or the inclusion of bids not requested may result in rejection of the bid.

7.2. Since separate prices are required for the optional second and third years under this Contract, this Contract will be awarded based upon the lowest bid for one, two, or three years, at the option of the Authority.

7.3. Each bidder shall fill out in ink, in both words and figures, in the spaces provided, its unit or lump sum bid, as the case may be, for each item in its bid.

7.4. If this Contract is not awarded by the Authority within **forty-five (45)** days after the receipt of a bid, the obligations of the bidder under its bid may terminate at its option and it shall be entitled to the return of its Bid Security.

7.5. By submitting its bid, a bidder agrees that if its bid is accepted, it shall attend at the office of the Counsel to the Authority during normal business hours or at such other agreed time within ten calendar days after the date of notification of acceptance of its bid, and there sign the Contract for the work and furnish the required security and insurance documents and perform the work in accordance with the Contract Documents.

#### IB-8. NAME OF BIDDER.

8.1. Each bidder must state as to the bidder and as to any other person or entity with a pecuniary interest in the bid:

8.1.1. its full name and business address; and

8.1.2. if not a corporation, the full name and address of every person who is a member thereof, and,

8.1.3. if a corporation, the full name and address of the president and secretary.

#### IB-9. QUALIFICATIONS OF BIDDERS.

9.1. In the consideration and acceptance of any bid, the Authority shall be entitled to exercise every measure of lawful discretion evaluating the financial history and ability of the bidder and its past performance in ventures of this or similar nature. Such data may be considered either as a material or controlling factor in the acceptance of any bid submitted.

9.2. Bidders must prove to the satisfaction of the Authority that they are reputable, reliable, and responsible.

9.3. Bidders shall provide the following information in an envelope marked "**QUALIFICATIONS**" with their bid:

9.3.1. Previous work.

9.3.1.1. A list of at least five recent contracts for the sale and delivery of chemicals on Long Island, New York City, or Westchester County that have been successfully completed.

9.3.1.2. A list of all of the contracts for the sale of chemicals to municipalities, public authorities, and/or water districts entered into, whether completed or not, within the last 3 years.

9.3.1.3. As may be appropriate, the first list may include all or some of the contracts in the second list.

9.3.1.4. The following information shall be submitted for each project:

9.3.1.4.1. General project description.

9.3.1.4.2. Location of work.

9.3.1.4.3. Date of award, start date, and completion date.

9.3.1.4.4. Owner for whom work was performed.

9.3.1.4.5. Name, title, telephone number, email address (if known), and mailing address of individual working for owner who may be contacted for a reference.

9.3.2. Name of the company that will supply the performance bond.

9.3.3. The Bid Security.

9.3.4. The following information on the bidder shall be submitted with the bid:

9.3.4.1. Name and addresses of all company officers and owners.

9.3.4.2. List of parent company, holding company, and all affiliated companies, if any. If there are none, state "none".

9.3.4.3. Length of time the bidder has been in business.

9.3.4.4. Experience background in the chemical supply field of owners, directors, and/or employees, to the extent the bidder deems relevant for the evaluation of its bid.

9.3.4.5. If the bidder is relying on the previous contracts and experience of its owners, directors, and/or employees, instead of that of the bidder, for example, because the bidder was recently created, such should be explained.

9.3.5. A list of equipment owned, leased, or otherwise available (state which) to perform the work.

9.3.6. An itemization of any and all work planned to be subcontracted under this Contract and the name and address of subcontractors.

9.3.7. A current financial statement of assets of the bidder duly signed and notarized.

9.4. The Authority reserves the right to reject all bids without the Bidder's Qualification Statement or any part thereof.

9.5. The Authority may make any investigation it deems necessary to assure itself of the ability of the bidder to perform the work.

9.6. In addition to the above specific information required to be submitted with the bid, the Authority may request such other information as it deems appropriate, including, but not limited to, proof that the bidder has the necessary equipment to perform the work.

**IB-10. CERTIFIED OR BANK CHECK.**

10.1. Each bid must be accompanied by the Bid Security, which must be enclosed in the envelope marked "QUALIFICATIONS".

10.2. The Bid Security shall be the measure of liquidated damages sustained by the Authority as a result of the refusal or other failure of the bidder to whom this Contract is awarded to execute and deliver the Contract and provide the required proof of insurance and performance and payment bonds within the time period set forth in the Contract Documents.

10.3. The Bid Security of the unsuccessful bidders will be returned upon rejection of their bid or the awarding of this Contract. The Bid Security of the successful bidder will be returned on demand if it executes and delivers the Contract and provides the required proof of insurance and performance and payment bonds within the time period set forth in the Contract Documents.

**IB-11. NOTICE OF ACCEPTANCE.**

11.1. The Authority intends to give notice of acceptance of the bid for the January 1, 2015, through December 31, 2015, period within forty-five days after the bids have been opened.

11.2. If the Authority elects to exercise its option to accept the bidder's bid for the period of January 1, 2016, through December 31, 2016, it shall notify the bidder by no later than November 30, 2015. If the Authority does not exercise its option to accept the bidder's bid for the period of January 1, 2016, through December 31, 2016, it shall be deemed to have relinquished its option for the period of January 1, 2017, through December 31, 2017.

11.3. If the Authority elects to exercise its option to accept the bidder's bid for the period of January 1, 2017, through December 31, 2017, it shall notify the bidder by no later than November 30, 2016.

**IB-12. NON-COLLUSION.**

12.1. By submitting its bid, a bidder is acknowledging and confirming that its Bid is made without any connection, directly or indirectly, with any other bidder for the work mentioned in its Bid and is, in all respects, without fraud or collusion.

12.2. By submitting its bid, a bidder is acknowledging and confirming that no person acting for or employed by the Authority is directly or indirectly interested therein or in the supplies or work to which it relates or in any portion of the prospective profits thereof.

12.3. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of such person's knowledge and belief:

12.3.1. The prices bid in its bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

12.3.2. Unless otherwise required by law, the prices which have been quoted in its bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

12.3.3. No attempt has been made or will be made by the bidder to induce any other person, partnership, corporation, or other entity to submit or not to submit a bid for the purpose of restricting competition.

12.4. A bid shall not be considered for award nor shall any award be made where the provisions of ¶ 12.3 above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where the provisions of ¶ 12.3 above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or its designee, determines that such disclosure was not made for the purpose of restricting competition.

12.5. The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute without more, a disclosure within the meaning of ¶ 14.1.1.

12.6. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in ¶ 14.1.1, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

#### **IB-13. IRANIAN INVESTMENT ACTIVITIES.**

13.1. Each bidder shall be required to complete and submit with its bid an Iranian Investment Activities Certification in the form included as a part of the Contract Documents.

#### **IB-14. DRUG AND ALCOHOL TESTING.**

14.1. The Contractor shall have a drug and alcohol testing program in place for all commercial drivers and shall comply with all of the testing and other requirements of the Omnibus Transportation Testing Act of 1991 (the "Act"). The Contractor shall complete the Drug and Alcohol Testing Program Questionnaire contained herein to demonstrate compliance with the Act.

14.2. Failure to complete the Questionnaire may result in rejection of the Contractor's bid. The Authority or its designated representative may contact the Contractor and/or its Third Party Administrator to determine whether or not the Contractor is in compliance with the Act.

## GENERAL CONDITIONS

### GC-1. GENERAL CONDITIONS.

1.1. Where any paragraph of the General Conditions is supplemented hereafter, the provisions of such paragraph shall remain in effect. All the supplemental provisions shall be considered as added thereto. Where any such paragraph is amended, voided, or superseded thereby, the provisions of such paragraph not so specifically amended, voided, or superseded shall remain in effect.

1.2. Work, materials, plant, labor and other requirements of the General Conditions shall be furnished by the Contractor. No additional payment shall be made for these General Conditions; such payment shall be deemed to be included in the Contract price of the various items of the Contract.

### GC-2. CONTRACT DOCUMENTS.

2.1. Each section of the Contract Documents is intended to be complementary to the other sections.

2.2. It is intended that they include all items of service, labor, and materials and everything else required and necessary to complete the work, even though some items of work or materials may not be particularly mentioned in every section or may have been inadvertently omitted from other sections.

### GC-3. APPROVAL OF SUBCONTRACTORS AND MATERIALS.

3.1. Prior to commencing any work under this Contract, the Contractor shall submit to the Superintendent for approval a list of all the subcontractors and material suppliers it proposes to use for the Contract.

### GC-4. ADDITIONAL WORK.

4.1. Additional work, if required to be performed under this Contract, will be in accordance with the applicable paragraphs of this Contract. The Superintendent shall be the sole judge as to whether such work was intended as part of this Contract or is in addition thereto.

### GC-5. SAFETY PROVISIONS.

5.1. The Contractor shall take every precaution and shall provide such equipment and facilities as are necessary or required for the safety of its employees. In case of an accident, first aid shall be administered to anyone who may be injured in the progress of work.

### GC-6. INCOMPETENT EMPLOYEES.

6.1. The Contractor shall employ only competent, skilled, and faithful workers to do the work. Upon request of the Authority in writing, the Contractor shall suspend or discharge from the work under this Contract any disobedient, disorderly, or incompetent person or persons employed thereon, and will not again employ any person so suspended or discharged for the work under this Contract without the consent of the Authority.

6.2. Conforming to any request of the Authority pursuant to this paragraph shall not be a basis for a claim for additional work, compensation, or other damages against the Authority or any of its directors, officers, or employees.

### GC-7. CLAIMS OR PROTESTS.

7.1. If the Contractor considers any work required of it to be outside the requirements of this Contract or considers any decision of the Authority as unfair, it shall ask for written instructions or decisions

immediately, and then file a written protest with the Authority against the same within five days thereafter, or be considered as having accepted the instructions or decision.

GC-8. DAMAGES.

8.1. All damages, direct or indirect, of whatever nature either resulting from the performance of or resulting to the work under this Contract during its progress from whatever cause shall be borne and sustained by the Contractor, and all work shall be solely at its risk.

GC-9. CONTRACTOR'S RESPONSIBILITY.

9.1. It is the Contractor's responsibility to inform the Superintendent in advance when a situation arises that forces the Contractor to cancel a delivery for a given day or make the delivery later more than 30 minutes than the scheduled time.

9.2. In the event that the Authority is not given ample warning of such a cancellation or delay and, as a result, unnecessary time is spent sending an employee to await the delivery, sufficient funds will be deducted from monies due the Contractor to reimburse the Authority for the wasted time.

GC-10. PROCEDURES FOR CHEMICAL DELIVERIES.

10.1. THE FOLLOWING PROCEDURES HAVE BEEN IMPLEMENTED TO INCREASE SECURITY FOR ALL CHEMICAL DELIVERIES TO THE AUTHORITY. IT IS UNDERSTOOD THAT THE AUTHORITY WILL NOT RECEIVE DELIVERIES IF THERE IS A BREACH OF ANY OF THE SECURITY PROVISIONS OUTLINED BELOW.

10.1.1. Every chemical delivery must be accompanied by a certificate of analysis for the specific product delivered on that date.

10.1.2. Drivers must produce an insurance card with the name of the chemical company on the face of the document so that it can be matched to the name of the bill of lading.

10.1.3. The driver's name must be printed on the load sheet (bill of lading) which must accompany the delivery. The bill of lading must also be faxed to 516 466-5325 24 hours prior to the arrival of the delivery so that the Authority will be able to confirm that the bill of lading it receives is the same as the one that originated from the chemical supplier.

10.1.4. All drivers will be requested to produce their driver's license with a photo I.D. so that their name can be matched to the bill of lading.

10.1.5. If the Authority operator has any suspicion that the paperwork is not compatible, he will call the chemical supplier for clarification and resolve all suspicions prior to accepting a delivery.



## **SPECIFICATIONS FOR LIQUID BLENDED POLY ORTHOPHOSPHATE**

These specifications cover the furnishing and delivery of liquid blended poly orthophosphate for the use in the treatment of drinking water of the Water Authority of Great Neck North for a period of one year, with an option to renew each year for a period of up to three (3) years. Deliveries are to be made to the various well sites of the Water Authority of Great Neck North and shall include all costs including services, freight and delivery charges to the various wells sites. The approximate gallons required to be delivered for each year will vary with the specific product and is estimated to range from approximately 2,500 to 3,000.

### **MATERIALS:**

- 1 The liquid blended poly orthophosphate to be supplied under this agreement shall be certified as meeting or exceeding ANSI/NSF Standard 60 as issued by the National Sanitation Foundation. The agency providing the certification must be accredited to provide such certification by the American National Standards Institute (ANSI). A photocopy of such certification indicating that the product bid meets ANSI/NSF Standard 60 must be enclosed with the bid. The bidder must specify on the project specification page where the product being bid will be produced so that it can be confirmed that the product bid meets ANSI/NSF Standard 60.
- 2 The liquid blended poly orthophosphate must be approved by the USEPA for use in potable water and a letter stating such must be included in the bid.
- 3 The product must have the capabilities to sequester iron and manganese and to inhibit corrosion of unlined cast iron pipes without causing any deleterious effects to the drinking water when used in accordance with the manufacturers recommendations. The product shall be an effective corrosion inhibitor for both ferrous and non-ferrous surfaces. The product must have the capabilities to perform over a broad temperature and pH range.
- 4 Only liquid products consisting of a blend of polyphosphate and orthophosphate will be accepted. The specific poly-ortho ratio shall be 50% poly : 50% ortho. Any product containing zinc or silicates will not be acceptable and the bid will be rejected.
- 5 Only products which are manufactured from raw materials bearing Food Grade quality assurances which themselves are manufactured in the United States will be accepted. The products must be non-toxic to humans by meeting the RMCL's (Recommended Maximum Contaminant Level) as listed in the Water Chemicals Codex. A signed statement from the manufacturer stating specifically that the product offered is manufactured from raw materials bearing Food Grade quality assurances and meets the RMCL's of the Water Chemicals CODEX must be included in with the bid package. A signed statement from the manufacturer stating that the product is manufactured in the United States must be included in the bid package.

### **SPECIFICATIONS:**

- 1 Product supplied shall be Calgon C-4 as manufactured by Calgon Corporation; Aqua-Mag as manufactured by Kjell Corporation; or Calcquest 5050 Liquid as manufactured by Calcquest, Inc.
- 2 A critical issue regarding product purity will also be a basis for award. A statement guaranteeing that the level of lead (Pb) in the product will be less than 1ppm must accompany the bid. Failure to provide such a guarantee will be considered as non-responsive and the bid thrown out. Should the product be tested at any time during the contract period and the amount of lead in the product exceeds 1.0 ppm, the

bidder will be notified and be given 48 hours to remove all material from the site and replace removed material with product which meets the criteria set forth

- 3 Should testing by the Water Authority prove that the product being supplied under contract does not meet specification, the Water Authority at its sole discretion can void the remainder of the contract and award it to the next lowest responsible bidder.
- 4 A producer Certificate of Analysis (C of A) showing product name, manufacturing lot number and product quality criteria must be provided with the bid and with each delivery. Quality criteria shall include the specific gravity, pH, weight, total PO<sub>4</sub>%, total P<sub>2</sub>O<sub>5</sub>% percent polyphosphate as PO<sub>4</sub>, percent phosphate as P, percent sodium as Na, percent chlorides as Cl, percent sulphates as SO<sub>4</sub> and percent calcium as Ca. Analytical procedures for determining these values must be methods as approved by the USEPA as found in Standard Methods for the Examination of Water and Wastewater, latest edition. Failure to provide the corresponding C of A with each delivery may be just cause to refuse delivery of product.

**DELIVERY**

Liquid blended poly orthophosphate shall be delivered to the Water Authority and placed in the Water Authority’s storage tanks located at seven (7) different well sites upon request and call from the Water Authority. The general location of the well sites and the size of the storage tank at each site are as follows:

<b><u>WELL NO.</u></b>	<b><u>GENERAL LOCATION</u></b>	<b><u>SIZE OF STORAGE TANK</u></b>
2A	Water Mill Lane	165 gallons
9	Water Mill Lane	165 gallons
11	Water Mill Lane	100 gallons
6	West End of Cedar Drive	165 gallons
5	Old Mill Road, East of Bayview Avenue	100 gallons
7	Morris Lane, South of Steamboat Road	100 gallons
8	Weybridge Road, South of Hicks Lane	100 gallons
10A	Ravine Road, West of East Shore Rd.	165 gallons
12	Community Drive	2-525 gallons

- 1 Deliveries will be made on an as needed basis with a delivery of approximately 500 gallons at a time to any combination of the Water Authority’s seven sites consisting of eleven wells. All deliveries shall be in bulk by truck. Drum deliveries shall not be accepted.
- 2 Deliveries shall be made within five (5) days after telephone or written order from the Water Authority requesting a delivery.
- 3 A maximum of ten drops at eight different locations shall be included in the cost of each delivery. The first drop shall be at the Water Mill Lane Well Site, which is also the location of the Water Authority’s Operation Center. A Water Authority employee will be assigned to accompany the delivery truck and to open gates and doors for access to the tanks.

- 4 The delivery truck shall be a maximum of 60 feet long. The truck shall be provided with a means for off-loading of the liquid phosphate other than by gravity. Sufficient hose shall be carried on the truck to enable reaching storage tanks a maximum of 100 feet from the truck.
- 5 The truck used for the delivery of the product **shall be used exclusively for the delivery of phosphate products. No deliveries to the Water Authority shall be made from trucks that have been used to transport or store products other than the specified phosphate product.**
- 6 The delivery truck driver shall make connections necessary to fill the storage tanks. The driver shall provide a sample of the liquid phosphate prior to filling any Water Authority tanks. The driver shall follow the prescribed delivery route to the various sites, which he will receive when he arrives at the Water Mill Lane Site, which shall be the first stop.
- 7 The delivery truck driver shall follow all safety precautions for handling the product and for preventing spills. The supplier shall be responsible for cleaning up any spills that occur during the delivery of the product.
- 8 A producer Certificate of Analysis showing the product name, manufacturing lot number and product quality criteria shall be provided with each delivery. Quality criteria shall include the specific gravity, pH, weight, Total PO<sub>4</sub>%, Total P<sub>2</sub>O<sub>5</sub>%, percent polyphosphate as PO<sub>4</sub>, percent phosphate as P, percent sodium as Na, percent chlorides as Cl, percent sulphates as SO<sub>4</sub>, and percent calcium as Ca.
- 9 A Bill of Lading shall be provided with all deliveries. The Bill of Lading shall identify the origin of the shipment, the material being delivered and the quantity of material being delivered.
- 10 All delivery charges, such as freight charges, trucking charges, licenses, permits and all other costs involved in supplying liquid phosphate shall be included in the price bid for furnishing the product.

### **TECHNICAL SUPPORT SERVICES**

- 1 The product supplier shall provide technical support services to the Water Authority which shall consist of consultation and assistance during start-up of phosphate treatment, periodic water analyses and consultation services.
- 2 The Water Authority is initiating phosphate treatment at each of its eight wells. The bidder shall provide the technical support necessary to start-up the phosphate treatment at each well. Included shall be recommended feed rates, to be reviewed by the Engineer, at each well as required to passivate the system while minimizing customer complaints with minimal required flushing.
- 3 The product supplier shall perform quarterly sampling and laboratory analyses of treated and untreated water at each well. The water analysis results must contain a minimum of the following criteria:
  - pH
  - M Alkalinity (mg/L CaCO<sub>3</sub>)
  - Conductivity (UMHOS/CM)
  - Suspended Solids (mg/L)
  - Bicarbonate (mg/L HCO<sub>3</sub>)
  - Ortho-Phosphate (mg/L O-PO<sub>4</sub>)
  - Polyphosphate (mg/L P-PO<sub>4</sub>)
  - Total Organic Carbon (mg/L)

In addition, the following heavy metals analysis must be provided and the measured amounts provided as both dissolved and total amounts.

Total      Dissolved

- Calcium (mg/L Ca)
- Magnesium (mg/L Mg)
- Sodium (mg/L Na)
- Potassium (mg/L K)
- Iron (mg/L Fe)
- Copper (mg/L Cu)
- Manganese (mg/L Mn)
- Aluminum (mg/L Al)
- Zinc (mg/L Zn)
- Nickel (mg/L Ni)
- Chrome (mg/L CrO<sub>4</sub>)

A written report and consultation shall be provided with the laboratory analyses results. The report and consultation shall provide information regarding findings of analyses and recommendations to improve treatment.

The product supplier shall be available for consultation via the telephone to assist the Water Authority regarding the proper application and maintenance of the product during the contract period.

**TYPICAL USAGE AND FEED RATES**

The bid will be based on a typical annual usage pattern of the Water Authority’s wells. The typical annual usage of each well and its flow rates are as follows:

<u>Well No.</u>	<u>Flow Rate gpm</u>	<u>Annual Usage MG</u>
2A	1,000	261.00
5	500	17.00
6	1,000	32.00
7	694	34.00
8	700	0.00
9	1,000	160.00
10A	1,000	236.00
11	1,000	178.00
12	1,250	610.00
13	1,250	574.00
14	1,250	525.00

- 1 The supplier shall develop and submit feed rates for each well based on the water quality of each well's treated water. Typical water quality data is provided for each well after these specifications.
- 2 The usage rates shall be submitted as gallon of product per million gallons of water. For bidding purposes, the feed rates shall be multiplied by the typical annual usage for each well and a total annual amount of gallons of product for the entire Water Authority shall be calculated. This number shall be multiplied by the price per gallon as submitted in the proposal and will yield the total price for a typical year (Item B).
- 3 The product supplier shall submit with the proposal the feed rates and annual product usage for each individual well. The submittal shall contain the following information:

Well	Feed Rate	Feed Rate	Annual Water	Annual Product
<u>No.</u>	<u>(ppm)</u>	<u>(gal/MG)</u>	<u>Usage (MG)</u>	<u>Usage (gal)</u>
2a				
5				
6				
7				
8				
9				
10A				
11				
12				
13				
14			_____	_____

**NON-COLLUSIVE BIDDING CERTIFICATE**  
**(To be completed by the bidder and submitted with bid)**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Dated: The \_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Name of Corporation/Partnership/Individual

\_\_\_\_\_  
Name and Title of Officer

**CORPORATE RESOLUTION**  
**(To be completed by corporate bidder)**

RESOLVED, that \_\_\_\_\_  
(Name of Corporation)

be authorized to sign and submit the bid of this corporation for the following project:

\_\_\_\_\_ and to include in such bid the certificate as to non-collusion required by section one hundred three - d of the general municipal law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

\_\_\_\_\_ at a meeting of its Board of Directors on  
(Name of Corporation)

The \_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_, Secretary

**BID - ANNUAL CONTRACT FOR POLY ORTHOPHOSPHATE**

**Initial Contract Period - January 1, 2015 to December 31, 2015**

**First Option Period - January 1, 2016 to December 31, 2016**

**Second Option Period - January 1, 2017 to December 31, 2017**

TO: Board of Directors  
 Water Authority of Great Neck North  
 50 Watermill Lane  
 Great Neck, NY 11021

In accordance with your Notice to Bidders and other Contract Documents, the undersigned hereby agrees to provide the following at the prices indicated. The workmanship and/or materials will comply in all respects with Specifications, and the prices indicated shall be inclusive of all charges and costs in connection with supplying sodium hypochlorite:

- A. Price per gallon of Poly Orthophosphate, including all delivery charges, technical support and unloading time, delivered approximately 500 to 1000 gallons at a time, at up to five (5) sites as specified. (For the **Initial Contract Period - January 1, 2015 to December 31, 2015**):

ESTIMATED QUANTITY	UNITS	DESCRIPTION	UNIT BID PRICE		TOTAL AMOUNT	
3,500	Gallons	Supply and Delivery of Poly Orthophosphate				
			<i>DOLLARS</i>	<i>CENTS</i>	<i>DOLLARS</i>	<i>CENTS</i>

**Total price for 3,500 gallons annually:**

Total or Gross Bid written in words: \$ \_\_\_\_\_

Total or Gross Bid written in dollars and cents: \$ \_\_\_\_\_

**First Option Period - January 1, 2016 to December 31, 2016:** Percentage change to be applied to the unit prices bid for chemicals to be sold and delivered if the Authority elects to extend this Contract for the First Option Period. Bidder shall fill in the percentage, in words and numbers, and indicate whether such percentage is an increase or decrease:

\_\_\_\_\_ percent (\_\_\_\_\_ %) Increase/Decrease\*

**Second Option Period - January 1, 2017 to December 31, 2017:** Percentage change to be applied to the unit prices bid for chemicals to be sold and delivered if the Authority elects to extend this Contract for the First Option Period. Bidder shall fill in the percentage, in words and numbers, and indicate whether such percentage is an increase or decrease:

\_\_\_\_\_ percent (\_\_\_\_\_ %) Increase/Decrease\*

\*Delete one to indicate if it is an increase or a decrease in the unit price.

B. Additional cost per hour for unloading time greater than three hours per shipment, if caused by the Water Authority of Great Neck North.

Price written in words: \_\_\_\_\_

Price written in dollars and cents: \$ \_\_\_\_\_

THE BIDDER REPRESENTS THAT IT IS AWARE OF THE WORKING CONDITIONS AND HAS CAREFULLY REVIEWED THE BID SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS.

THIS CONTRACT WILL BE FOR A ONE-YEAR PERIOD COMMENCING ON JANUARY 1, 2015, AND, AT THE SOLE ELECTION OF THE AUTHORITY, MAY BE RENEWED UPON THE SAME TERMS AND CONDITIONS, OTHER THAN AS TO THE UNIT PRICES THAT SHALL BE PAID IN ACCORDANCE WITH PERCENTAGE CHANGE, IF ANY, IN THE BID, FOR A TOTAL OF THREE YEARS.

NAME OF BIDDER: \_\_\_\_\_

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

PHONE NUMBER: \_\_\_\_\_

EMERGENCY NUMBER \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

NAME & TITLE (PRINT): \_\_\_\_\_

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



## CONTRACT

### 2015 ANNUAL CONTRACT TO SUPPLY POLY ORTHOPHOSPHATE

CONTRACT, IN TRIPLICATE, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the WATER AUTHORITY OF GREAT NECK NORTH, (the "AUTHORITY"), a public benefit corporation, organized and existing under the laws of the State of New York having its official and principal place of business at 50 Watermill Lane, Great Neck, New York, party of the first part and

\_\_\_\_\_  
(A corporation/LLC/\_\_\_\_\_) duly organized and existing under the laws of the State of New York, having its office and principal place of business at

\_\_\_\_\_, New York \_\_\_\_\_

(the "CONTRACTOR"), party of the second part:

WITNESSETH, that for and in consideration of the premises and of the mutual covenants and agreements made herein, the AUTHORITY and the CONTRACTOR, each for itself, its heirs, executors, administrators, and permitted successors and assigns, do mutually agree as follows:

The AUTHORITY awards to the CONTRACTOR this Contract for the work and materials called for in its bid, a copy of which is attached hereto:

#### C1. DEFINITIONS AND INTERPRETATION.

1.1. "Contract Documents" is synonymous with "this Contract".

1.2. "The Contract" means this document entitled "Contract" with the principal paragraph numbers beginning with the letter "C".

1.3. "This Contract" includes the Notice to Bidders, the Information to Bidders, the General Conditions, the Specifications, the Bid as submitted by the Contractor and accepted by the Authority, the Contract, and all certifications and resolutions contained in the Bid packet, and all Addenda, if any, all of which are attached hereto and made part hereof, and all of which shall be as binding upon the parties hereto as if they were fully set forth in the Contract.

1.4. "Engineer" means Dvirka & Bartilucci, Consulting Engineers.

1.5. "Extra Work" means work required by the Authority which, in the judgment of the Superintendent, involves changes in or additions to the work required by the Contract Documents on the date the Contract was executed by the Contractor.

1.6. "The Laws" means all federal, state, county, town, city, village, and Authority laws, ordinances, rules, and regulations in any manner affecting the work herein specified.

1.7. "Materials" includes the chemicals to be delivered pursuant to the Contract.

1.8. "Notice" means and includes written and oral notice. Written notice shall be deemed to have been duly given if delivered to or left with a person of suitable age and discretion at the last known business address of the person, firm, corporation, or other legal entity for whom intended, or his/her, their or its duly authorized agents, representatives or officers, or when enclosed in a postage prepaid wrapper envelope addressed to such person, firm or

corporation at his/her, their, or its last known address and deposited with the United States Post Office by certified or registered mail, return receipt requested.

1.9. "Subcontractor" means any person, firm, corporation, or other legal entity providing services, labor or materials on behalf of the Contractor in fulfillment of this Contract.

1.10. "Superintendent" means Superintendent of the Authority.

1.11. "Work" means the delivery of the chemicals and all acts necessary or proper for or incidental to the carrying out and completion of the terms of this Contract. The term "Work Performed" includes material delivered to and/or suitably stored at the site of the project.

1.12. When they refer to the work or its performance, the words "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of similar import, imply the direction, requirement, permission, order, designation or prescription of the Superintendent, and "approved", "accepted", "satisfactory", "in the judgment of", and words of like import shall mean approved or acceptable to, satisfactory to or in the judgment of the Superintendent.

1.13. Titles, headings, headlines, and marginal notes contained in the Contract Documents have been employed solely to facilitate reference thereto and in no way affect or limit the provisions to which they do not refer nor may they be invoked for the purpose of interpretation of any provision.

## C2. SCOPE OF WORK.

2.1. The Contractor shall furnish all labor, services, materials, supplies, and other facilities and things necessary and proper for or incidental to the completion and finishing of the work contemplated by the Contract Documents in the most thorough and workmanlike manner and to the satisfaction of the Superintendent.

## C3. COMPENSATION TO BE PAID TO THE CONTRACTOR.

3.1. The Contractor shall accept as full payment, the summation of products of the actual quantities in place upon the completion of the work, as determined by the Authority's measurements of the unit prices bid, no allowance being made for anticipated profit or for variations from the estimated quantities, as set forth in the Contract Documents.

3.2. The compensation to be paid to the Contractor for extra work ordered shall be determined as follows:

3.2.1. By the applicable unit prices set forth in the bid, if any, or

3.2.2. If unit prices are not set forth, then by unit prices or by a lump sum mutually agreed upon by the Authority and the Contractor or,

3.2.3. If no such prices are set forth and if the parties cannot agree upon unit prices or a lump sum, then by actual net cost in money to the Contractor of the materials, permits, wages, or applied labor, premiums for Worker's Compensation Insurance, payroll taxes required by law, rental for plant and equipment used (excluding small tools) to which total cost will be added fifteen percent (15%) as full compensation for all other items of profit, overhead costs and expenses.

## C4. TIME OF THE ESSENCE.

4.1. The Contractor agrees that time is of the essence for the delivery of the chemicals and that it has taken into consideration and made allowance for ordinary delays in obtaining and delivering the chemicals.

4.2. In the event the Contractor is substantially delayed in delivering the chemicals by any changes, additions, or omissions therein ordered in writing by the Authority, or by reason of unforeseeable causes beyond its control and without its fault or negligence including, but not restricted to, acts of God or of any public enemy, acts or neglect of the Authority, or by delay or default of any other contractor of the Authority, fire floods, epidemics, quarantine restrictions, strikes, riot, civil commotion, or freight embargos, the Contractor may within five days after the occurrence of the delay for which it claims allowance, notify the Authority in writing and thereupon, and not otherwise, the Contractor shall be allowed such additional time for the completion of the work as the Authority, in its sole direction, may award in writing.

4.3. No such extensions of time shall be regarded as a waiver by the Authority of its rights to terminate this Contract for abandonment or delay by the Contractor or relieve the Contractor of its full responsibility for the performance of its obligations hereunder.

4.4. Extensions of time, if granted, shall not obligate the Authority to any additional compensation for the delay.

#### C5. LABOR AND PERFORMANCE.

5.1. If the Contractor at any time refuses or neglects to supply a sufficient number of properly skilled workmen or of materials of the proper quality and quantity or fails in any manner to perform the work with promptness and diligence, or fails to perform any of the agreements on its part herein contained, the Authority, after five days' written notice to the Contractor, mailed to its last known address, by ordinary and certified or registered mail, return receipt requested, may provide such labor and materials and deduct the cost thereof from any monies due or thereafter to become due to the Contractor.

5.2. In such event, the Authority may terminate this Contract with the Contractor and enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon and employ any other person or persons to complete the work and provide materials therefore. In the event of such termination of this Contract, the Contractor shall not be entitled to receive any further payment under this Contract until the end of the Contract Period and the amount, if any, due to the Contractor shall be determined under the provisions of the Contract.

#### C6. CANCELLATION.

6.1. If, in the judgment of the Superintendent, the Contractor fails to prosecute the work diligently and in a workmanlike manner, the Superintendent shall notify the Contractor in writing stating the facts. Unless the Contractor remedies such failure within ten days after the giving of such notice, the Authority may terminate this Contract by giving the Contractor notice of such termination by ordinary and certified or registered mail, return receipt requested, directed to its last known address. In such case, the Authority shall be under no further obligation to the Contractor, but the liability of the Contractor for damages for breach of this Contract shall not be extinguished.

#### C7. SUPERINTENDENT'S DECISION.

7.1. All work performed under this Contract shall be done to the satisfaction of the Superintendent, who shall have access to the work at all times and who may require the Contractor to remove from the job site such materials as, in his/her opinion, are not in accordance with the specifications and to substitute thereof without delay other materials.

7.2. The Superintendent shall determine the amount, quality, and acceptability and fitness of the materials to be paid for hereunder. The Superintendent shall also determine whether the Contractor has fully complied with this Contract. The Contractor shall furnish the Superintendent, for his/her approval, samples of materials as directed and shall use such approved samples in the performance of the work hereunder.

7.3. The determination of the Superintendent to all of such matters shall be final and shall be binding upon the parties hereto. In case any question shall arise, such determination shall be a condition precedent to the right of the Contractor to receive any money hereunder.

C8. OBLIGATION OF CONTRACTOR.

8.1. The Contractor agrees that the observation of the work shall not relieve it of any obligation to do sound and reliable work as herein prescribed and that failure by the Superintendent to disapprove of any work at or before the time of a partial payment or other estimate shall not be construed to be an acceptance of any defective work.

8.2. The Contractor, at its own cost and expense, shall provide all labor, materials, apparatus, appliances, tools, water, light, power machinery, transportation, and cartage, and whatever else may be required of every description necessary to do and complete the work, and shall be solely answerable for the same as well as for the safe, proper, and lawful use thereof. The Contractor shall cover and protect the work from damage and shall make good all injury to the same occurring before the completion thereof.

C9. CONTRACT SECURITY.

9.1. The Contractor shall furnish a Performance Bond in the amount of \$40,000.00, which, for the purposes of establishing the bond only, shall be deemed equal to 100% of the total contract price, as security for its faithful performance of this Contract and for the payment of all persons performing services and or labor or furnishing materials in connection with the Contract.

9.2. The surety must be licensed in the State of New York and have a BEST A rating, or the surety shall present information satisfactory to the Authority to permit the Authority to accept the bond.

9.3. If, at any time, the Authority shall have reasonable cause to be dissatisfied with the surety then on the bond, the Contractor shall, within five days after notice from the Authority, substitute an acceptable bond in such form and signed by such surety as may be satisfactory to the Authority. No further payments shall be deemed due under this Contract until the new surety shall have been qualified.

9.4. The premiums on such bonds shall be paid by the Contractor.

C10. CONTRACTOR'S INSURANCE.

10.1. The Contractor shall take out and maintain during the life of this Contract, and shall not commence work under this Contract until it has obtained and had approved by the Authority, the insurance required under this Contract as enumerated herein:

10.1.1. Workers' Compensation Insurance

10.1.2. Commercial General Liability Insurance

10.1.3. Automobile Liability Insurance

10.2. All of said insurance policies shall be with companies licensed to do business in the State of New York and, with the exception of Workers' Compensation Insurance, shall provide for limits of not less than: one million/three million dollars for bodily injury; and one million/three million dollars for property damage.

10.3. Workers' Compensation Insurance: Such insurance shall cover all of the contractor's employees performing work under this Contract, and in the event any of the work is subcontracted, the Contractor shall require the subcontractor to provide such insurance for all of its employees performing work under this Contract, unless such employees are covered by the insurance provided by the Contractor.

10.4. Commercial General Liability Insurance: Such insurance shall protect the Contractor and any subcontractor performing work covered by this Contract and shall include contractual hold harmless insurance covering the relevant provisions of this Contract, to the extent customarily available, and shall name the Authority and the Board of Directors of the Authority as additional insured.

10.5. Automobile Liability Insurance: Such insurance shall cover all automobiles used in connection with the work to be performed under this Contract and shall name the Authority and the Board of Directors of the Authority as additional insured.

10.6. Umbrella Insurance, if any: Such insurance shall name the Authority and the Board of Directors of the Authority as additional insured.

10.7. The Contractor shall furnish the Authority with the following proof of insurance or such other proof as may be acceptable to the Superintendent:

10.7.1. Workers' Compensation and Automobile Liability - Certificates of Insurance.

10.7.2. Commercial General Liability - an ISO Form CG 20 10 11 85 or the combination of the ISO Forms GC 20 10 07 04 accompanied by the CG 20 37 07 04, and a copy of the declaration page and all endorsements and exclusions.

10.7.3. Automobile Liability Insurance - an ISO Form CG 20 10 11 85 or the combination of the ISO Forms GC 20 10 07 04 accompanied by the CG 20 37 07 04, and a copy of the declaration page and all endorsements and exclusions.

10.7.4. Umbrella Liability, if any, - an ISO Form CG 20 10 11 85 or the combination of the ISO Forms GC 20 10 07 04 accompanied by the CG 20 37 07 04, and a copy of the declaration page and schedule of under-lying policies.

10.8. Said documents shall indicate that none of said insurance shall be cancelled or materially altered except upon 30 days notice to the Authority.

#### C11. INDEMNIFICATION.

11.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Authority and its directors, officers, employees, and agents [collectively, the "Authority Indemnitees"], from and against all liabilities, claims, damages, losses, costs, and expenses, including, but not limited to, attorneys and expert witnesses' fees, arising out of or resulting from the performance or nonperformance of any of its obligations actually or purportedly pursuant to the Contract Documents, regardless of whether or not it is caused, in part by a party indemnified hereunder, including, but not limited to claims arising from the infringement or alleged infringement of any patent rights covering any material, appliance, or device in or upon the work or any part thereof ["the Indemnification"].

11.2. The Indemnification shall not be construed to negate, abridge, or to otherwise reduce any other right or obligation of indemnity which would otherwise exist to the Authority Indemnitees.

11.3. Nothing herein shall be deemed to provide indemnification that results from the Authority Indemnitees' own negligence or willful misconduct or which is otherwise prohibited by Article 5 of the General Obligations Law.

11.4. The Contractor shall provide the defense of any claims brought against the Authority Indemnitees by selecting counsel of the Contractor or its insurance carrier's choice to defend the claim, subject to the consent of the Authority Indemnitees, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the

Authority Indemnites from cooperating with the Contractor and participating in the defense of any litigation by their own counsel at their own cost and expense, provided however, that after consultation with the Authority Indemnites, the Contractor shall have the right to defend, settle, or compromise any claim or action arising hereunder, and the Contractor shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes a release by the Authority Indemnites and the Authority Indemnites do not consent to the terms of any such settlement or compromise, the Contractor shall not settle the claim or action but its obligation to indemnify the Authority Indemnites shall in no event exceed the amount of such settlement.

11.5. In any and all claims against the Authority Indemnites by any employee of the Contractor, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, the indemnification obligation pursuant to the Contract Documents shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under any workers compensation acts, disability acts, or other employee benefit acts.

#### C12. WAIVER OF IMMUNITY.

12.1. The Contractor states that it is familiar with the provisions of Article 5-A of the General Municipal Law of the State of New York, as amended, and particularly with Sections 103-a, 103-b and 103-c thereof.

12.2. The Contractor states that it is aware that under the provisions of said sections, that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

12.2.1. such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

12.2.2. any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

#### C13. PERMITS AND ORDINANCES.

13.1. The Contractor shall keep itself fully informed of the Laws and shall at all times observe and comply with and cause all of its agents, employee, and subcontractors, if any, to observe and comply with the Laws.

13.2. Such compliance shall include, but not be limited to: obtaining all permits; giving all notices; and paying all fees and other charges required by the Laws.

#### C14. PAYMENT OF EMPLOYEES.

14.1. The Contractor and each of its subcontractors, if any, shall pay each of their respective employees engaged in work covered by this Contract, in full, less mandatory legal deductions, in cash, unless otherwise agreed by the employees, and not less often than once each week.

C15. LIENS.

15.1. The Contractor shall, from time to time as requested by the Authority, furnish it with satisfactory evidence that the claims of all persons who have done work or furnished materials for the work covered in the Contract Documents have been fully discharged or have been secured in a manner satisfactory to the Authority.

15.2. The Authority may retain from any amount at any time due the Contractor, such sum or sums as shall be necessary to meet lawful claims which have not been fully discharged or otherwise satisfactorily secured; it being understood and agreed, however, that the Authority assumes no obligation toward such claimants, or in any way undertakes to pay such claim out of any funds due or that may become due the Contractor or out of its own funds.

C16. REFEREE.

16.1. To prevent all disputes and litigations, it is further agreed between the parties to this Contract, that the Engineer shall be the referee in all cases to determine the amount, quality, acceptability and fitness of the several kinds of work covered by the Contract Documents and to decide all questions that arise relative to the fulfillment of this Contract on the part of the Contractor and that its certificates and decisions, in case any questions shall arise, shall be a condition precedent to the right of the Contractor to receive any money under this agreement.

C17. CORRECTION OF WORK.

17.1. All materials shall be subject to the inspection of the Superintendent, the final judge of quality for the purpose for which they are used. If they fail to meet his approval, they shall be forthwith replaced by the Contractor at his own expense. Rejected materials shall be immediately removed from the site.

17.2. The Contractor expressly warrants that the materials shall be free from any defects.

C18. NO ASSIGNMENT OR SUBLETTING.

18.1. The Contractor shall have no right or power to assign or sublet this Contract, in whole or in part, nor to assign any right arising or monies due or to become due there under.

C19. SITE SAFETY, METHOD AND MEANS OF CONSTRUCTION.

19.1. The Contractor is responsible for job site safety and the method and means of delivery. The Contractor shall comply with the Laws, including, but not limited to all requirements of OSHA and the New York State Labor Law and Industrial Code governing work site safety and the method and means of delivery of the material.

C20. PAYMENT.

20.1. The Authority, in consideration for the faithful performance by the Contractor of all the terms and conditions of the Contract Documents, agrees to pay the Contractor within 45 days after receipt of a properly completed verified claim form for the delivery of material in accordance with the Contract Documents at the prices set forth in the Contractor's accepted Bid.

20.2. The Authority may in its sole discretion withhold from any approved payments due the Contractor, so much thereof as may be necessary to:

20.2.1. Assure the payment of just claims then due and unpaid of any persons who supplied labor or materials for the work.

20.2.2. Protect the Authority from loss due to unremedied defective materials for which payment by the Authority previously had been made.

20.2.3. Protect the Authority from loss arising from injury to persons or damage to property caused by the act or neglect of the Contractor or subcontractors, if any.

20.2.4. The Authority, as agent for the Contractor, shall have the right, but not the obligation, to apply any amounts so withheld in such a manner as it may deem proper to satisfy such claims. Applications of such money shall be deemed payment for the account of the Contractor.

## C21. TERMINATION BY AUTHORITY.

21.1. The Authority may terminate this Contract if:

21.1.1. The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.

21.1.2. A receiver or liquidator is appointed for the Contractor or any of its property for a period up to 20 days and proceedings in connection therewith shall not be stayed on appeal within said period.

21.1.3. The Contractor refuses or fails, after notice or warning from the Superintendent, to supply sufficient properly skilled workers or proper materials.

21.1.4. The Contractor refuses or otherwise fails to deliver timely deliver the materials with due diligence and in accordance with the Contract Documents.

21.1.5. The Contractor fails to make prompt payment to persons supplying labor or materials for the work.

21.1.6. The Contractor fails or refuses to obey the Laws or the instructions of the Superintendent or otherwise is guilty of a substantial violation of any provision of this Contract. The Authority, without prejudice to any other rights or remedy it may have, by giving five days' notice, by ordinary and certified or registered mail, return receipt requested, to the Contractor, may terminate this Contract. In such case, the Contractor shall not be entitled to receive any further payment until the end of the Contract Period. If the unpaid balance due the Contractor exceeds the expense of so completing the work (including compensation for additional material, administrative and inspection services, and any damages for delay), such excess shall be paid to the contractor. If such expense exceeds the unpaid balance, the Contractor and his sureties shall be liable to the Authority for such excess.

## C22. USES OF PREMISES AND REMOVAL OF DEBRIS.

22.1. The Contractor shall, at his own expense:

22.1.1. Take all precautions to prevent injury to persons or damage to property.

22.1.2. Park and maintain its trucks and other equipment, if any, at the locations designated by the Superintendent.

22.1.3. Clean up all material that may spill or leak immediately and in accordance with the Laws.

22.1.4. Clean up any debris that may have been dropped by the Contractor during its deliveries.

## C23. SUCCESSORS AND PERMITTED ASSIGNS.



23.1. This Contract shall be binding upon the parties and their respective heirs, administrators, successors and permitted assigns, if any.

IN WITNESS WHEREOF the parties have executed this Contract as of the day and year first written above written.

WATER AUTHORITY OF GREAT NECK NORTH

By: \_\_\_\_\_  
Michael C. Kalnick, Chairperson

\_\_\_\_\_  
Contractor

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

ACKNOWLEDGEMENT OF WATER AUTHORITY OF GREAT NECK NORTH

State of New York)

County of Nassau ) ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL C. KALNICK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT BY CONTRACTOR

State of New York)

County of Nassau ) ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**UNITED STATES DEPARTMENT OF TRANSPORTATION**

**COMMERCIAL MOTOR VEHICLE DRIVER**

**DRUG AND ALCOHOL TESTING PROGRAM**

QUESTIONNAIRE

The United States Department of Transportation (DOT) has issued regulations pursuant to the Omnibus Transportation Employee Testing Act of 1991 which governs the use of drugs and alcohol by commercial motor vehicle drivers, and which also requires the Water Authority to use contractors which are in compliance with these regulations. Contractors shall complete this questionnaire to allow the Water Authority to determine whether or not the Contractor is in compliance with these regulations.

1. Does your company have a drug and alcohol testing program as required by the US DOT? \_\_\_\_

2. Is your program self-administered or handled through a Third Party Administrator (TPA)?

\_\_\_\_\_

3. If handled by a TPA, please complete the following:

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

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

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**IRANIAN INVESTMENT ACTIVITIES CERTIFICATION**

(To be completed by the Bidder and submitted with the bid)

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.
  
- B. A bid shall not be considered for award nor shall any award be made where the condition set forth in paragraph a of this subdivision has not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. The Authority may award a bid to a bidder who cannot make the certification pursuant to paragraph “A” of this subdivision on a case-by-case basis if:
  - (1) The investment activities in Iran were made before the effective date of this section, the investment activities in Iran have not been expanded or renewed after the effective date of this section, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  - (2) The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which this Contract is offered. Such determination shall be made in writing and shall be a public document.

Dated: \_\_\_\_\_ 2014

\_\_\_\_\_  
(Name of entity)

\_\_\_\_\_ (Title) \_\_\_\_\_

\_\_\_\_\_  
(Name of signature)