

12. **CUSTOM, USAGE AND MODIFICATION**

This agreement constitutes the entire agreement between the parties and supersedes all prior or other agreements and representations, oral or in writing, regardless of custom and usage in the trade, industry, etc. in this locality or elsewhere. Neither this agreement nor any term, covenant, provision or condition may be changed, waived, discharged or terminated orally or in any manner other than an instrument in writing executed and acknowledged by the party against whom the enforcement of the change, waiver, discharge or termination is sought.

It is understood and agreed by the parties hereto that no single person can act on behalf of the Erie County Water Authority as the Authority can only act pursuant to resolution properly adopted.

13. **BONDS AND INSURANCE**

The SUPPLIER agrees to obtain and keep in force and effect the insurance required by Appendix B and all bonds required by Appendix C.

14. **EXECUTION OF CONTRACT**

IN WITNESS WHEREOF, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested and sealed pursuant to proper resolutions.

15. **GROUND FOR RENEWAL OF CONTRACT**

If the Erie County Water Authority and SUPPLIER mutually agree to continue this Contract after the 30th day of April, 2021, it shall be extended for the term of one (1) year on the same terms and conditions provided for herein. Supplier shall provide written notification to the Erie County Water Authority of the contract extension prior to the expiration of the initial term of this Contract.

ATTEST:

ERIE COUNTY WATER AUTHORITY

By: _____

(Title)

(Title)

ATTEST:

SUPPLIER

By: _____

(Title)

By: _____

(Title)

(Seal if bid is by a corporation)

Acknowledgment of Authority

STATE OF NEW YORK)
) ss:
COUNTY OF ERIE)

On this _____ day of _____ , _____
before me personally came _____, to me
known and known to me to be the _____ of the Erie
County Water Authority, who, being by me duly sworn, did depose and say that he is the _____
_____ of the Erie County Water Authority, the body described
in and which executed the foregoing contract; that he knows the seal of said Authority; that the seal
affixed to said contract was such seal; that by virtue of authority conferred upon him he subscribed
his name to the foregoing contract and that he executed the same as _____
_____ for the purposes therein mentioned.

(SEAL)

Notary Public

Acknowledgment if the Supplier is an Individual

STATE OF NEW YORK)
) ss:
COUNTY OF ERIE)

On this _____ day of _____ , _____
before me personally came _____, to me
known and known to me to be the person described in and who executed the foregoing contract, and
who acknowledged to me the execution thereof for the purposes therein mentioned.

Notary Public

**Acknowledgment if
Supplier is a Partnership**

STATE OF NEW YORK)
) ss:
COUNTY OF ERIE)

On this _____ day of _____ , _____
before me personally came _____, to me
known and known to me to be a member of _____
_____, the firm
described in and which executed the foregoing contract, and he acknowledged to me that he
subscribed the name of said firm thereto on behalf of said firm for the purposes therein mentioned.

Notary Public

**Acknowledgment if
Supplier is a Corporation**

STATE OF NEW YORK)
) ss:
COUNTY OF ERIE)

On this _____ day of _____ , _____
before me personally came _____, to me
known, who, being by me duly sworn did depose and say that he resides in _____
_____,
that he is the _____, of _____
_____, the corporation
named in the foregoing indenture; that he knows the seal of said corporation; that the seal affixed to
said instrument is such corporate seal; that it was so affixed by order of the directors of said
corporation, and that he signed his name thereto by like order.

(SEAL)

Notary Public

**TECHNICAL SPECIFICATIONS
for
FURNISHING AND DELIVERING
LIQUID CHLORINE IN ONE TON CONTAINERS
TO THE ERIE COUNTY WATER AUTHORITY
FOR USE IN THE TREATMENT OF WATER
FROM MAY 1, 2019 THROUGH APRIL 30, 2021.**

ECWA PROJECT No. 201900007

1. **WORK INCLUDED:**

The SUPPLIER shall furnish, deliver, and unload FOB Destination to the locations specified herein, one ton containers for liquid chlorine (containers used to be solely for chlorine) for use in the treatment of potable water supplies.

2. **CHARACTER OF THE LIQUID CHLORINE:**

The SUPPLIER shall supply chlorine which contains no material which might have a toxic or other effect when it is used in the treatment of potable water supplies. The chlorine shall conform to the requirements of AWWA Standard B301-18 and NSF/ANSI / 60 Drinking Water Treatment Chemicals - Health Effects except as modified herein. Materials shall comply with the requirements of the Safe Water Drinking Water Act and other federal regulations for potable water. An affidavit of compliance with the above specification is required and shall be submitted with the bid. Liquid chlorine supplied according to the standard shall not be less than 99.5 percent by volume as determine by analyzing the chlorine by method described in Section 5.3.2.1. of AWWA Standard B301-10.

3. **WATER TREATMENT PLANT LOCATIONS:**

A. **STURGEON POINT WATER TREATMENT PLANT**

722 Sturgeon Point Road
Derby, New York 14047
Phone: 716-685-8340
Fax: 716-685-8359

B. **JEROME D. VAN DE WATER WATER TREATMENT PLANT**

3750 River Road
Tonawanda, New York 14150
Phone: 716-685-8320
Fax: 716-685-8339

4. **SITE INSPECTION:**

Bidders shall be familiar with sites to determine the utilities available, the pumping requirements, the site conditions, the unloading facilities necessary, and all other items pertinent to their bid and performance of contract. If requested, the OWNER will enable bidder to visit the site he/she wishes to inspect prior to placing his/her bid.

Bidders shall contact: John Mogavero, Chemist/Chief Water Treatment Plant Operator
Erie County Water Authority
Jerome D. Van de Water Water Treatment Plant
3750 River Road
Tonawanda, New York 14150
Phone: 716-685-8323

5. **DELIVERY AND UNLOADING:**

The SUPPLIER shall by e-mail and telephone provide at least 24 hours of notification confirming a shipment to the Owner's treatment plants (locations as noted herein).

Sturgeon Point WTP: Todd Meyers, Senior Water Treatment Plant Operator
tmeyers@ecwa.org

Van de Water WTP Carl Stechenfinger, Senior Water Treatment Plant Operator
cstechenfinger@ecwa.org

The name of the delivery operator and truck plate information shall be supplied to plant personnel prior to delivery. The delivery operator shall be required to present valid photo identification upon request. Supplier shall deliver liquid chlorine with traceable, tamper-evident security seals. These seals shall be demonstrated intact to plant personnel prior to unloading product. Supply without adequate seals shall be rejected and any associated shipping and handling or removal costs shall become the responsibility of the SUPPLIER.

Deliveries are to be made in truckload quantities on Monday through Friday between the hours of 8:00 a.m. and 3:00 p.m. on dates as scheduled by the OWNER. If requested, shipments must be received within seven (7) days after the SUPPLIER is notified that a shipment is required. The Water Authority will accept changes in delivery schedules requested by the SUPPLIER provided that they do not interfere with the normal operation of the plant. The OWNER also reserves the right to make reasonable changes in delivery schedules when necessary. It shall be the responsibility of the SUPPLIER and/or his shipping agent to prevent any contamination of the liquid chlorine during the loading, delivery and unloading of the tank truck.

The chlorine containers shall conform to applicable regulations of the Interstate Commerce Commission. The containers shall be maintained and loaded in strict accordance with the latest

edition of "Container Procedure in Chlorine Packaging Plants" issued by the Chlorine Institute, Inc. The SUPPLIER will be responsible for the safe transfer of the containers to the OWNER and conform to all requirements of Part 598.4 of the New York State DEC Bulk Storage Program

The liquid chlorine will be purchased by the ton (2,000 lbs.) based on the weights shown on the Supplier's scales. The Supplier's shall be tested and sealed periodically by an official sealer of weights and measures, and copies of certificates attesting thereto shall be submitted to the OWNER. The OWNER reserves the right to reweigh any shipment on a tested and sealed scale of its own choosing.

6. **SAFETY DATA SHEET:**

The SUPPLIER is to furnish one (1) copy of the Safety Data Sheet (SDS) with each shipment delivered.

7. **PAYMENT:**

Payment will be based on the net weight of liquid chlorine received. The unit price shall be full and complete compensation for furnishing and delivering the liquid chlorine. Said unit price shall cover all costs of tools, labor, and materials as well as royalties for patented articles or processes used in the manufacture or production of the liquid chlorine.