

August 26, 2015

TO: Johnson Thomas
Finance

FROM: Ann Marie Variano *Amv*
Deputy Purchasing Agent

RE: Contract No. **5589BPS**
Replaces No. 5479bps

Enclosed, please find a copy of the above referenced contract **to provide Emulsion Type Organic Polymer for the Department of Environmental Facilities as per Bid No. RFB-WC-15154.**

Contract Period 09/01/15 to 08/31/16

Contract is between Westchester County and **Clean Waters, Inc., 26808 County Route 3, Plessis, NY 13675, Attn: Stephen Wardell.**

cc: James J. Ferrara - BPS
Martin Connolly - BPS
Erion Vela - Environmental Facilities
Files

AGREEMENT, made this **20th day of August, 2015** : between The County of WESTCHESTER a municipal corporation of the State of New York acting by and through **James J. Ferrara**, its Purchasing Agent, hereinafter called the "County" and hereinafter called the "Contractor,"

Clean Waters, Inc..
26808 County Route 3
Plessis, NY 13675
Attention: Stephen Wardell

WITNESSETH, for and in consideration of the sum of ONE (\$1.00) dollar paid by each of the parties hereto to the other, receipt whereof is hereby acknowledge and the agreements herein contained, made by each of the parties hereto, the County and the Contractor covenant and agree to as follows:

FIRST

That the Contractor will ~~sell, furnish and supply~~ **to the County, Emulsion Type Organic Polymer for the Department of Environmental Facilities, as per Bid. No. RFB-WC-15154.**

Contract Period: 09/01/15 to 08/31/16 with an option to extend the contract for up to two (2) additional periods upon mutual written consent.

Contracts are subject to the availability of funds as voted annually by the County Board of Legislators. A certificate of Insurance showing adequate limits for Workmen's Compensation, Automobile and General Liability to be submitted with signed contracts.

SECOND

That the County will pay therefore prices, terms and conditions as per **Bid No. RFB-WC-15154**

Price per pound: \$1.21 Price per Dry Ton: \$85.91

Product: Charge-Pack 285

Term: 2% 10, net 30 F.O.B. Destination

1. This agreement shall be construed and enforced in accordance with the laws of the State of New York.

2. Should there be a conflict between the terms and conditions of this contract and the terms and conditions of any attachments, the terms and conditions of this contract shall prevail.

No payments shall be made to the Contractor under this contract except upon Bona Fide Invoices by the Contractor, approved by the head of the department affected and filed with the Commissioner of Finance of the County of Westchester.

THIRD

That the articles, merchandise or materials to be furnished must be new unless otherwise specified, and shall conform to the specifications contained in the Request for Bid, a copy of which is attached hereto and made a part hereof. That the Contractor will not at any time dispute the provisions of this contract or the specifications, nor assert that there was any misunderstanding in regard to the nature or amount of materials to be furnished or work done, and will furnish the materials and complete the entire work in strict compliance with this contract and specifications hereto attached.

FOURTH

That the work included in and called for under this contract is to be done and performed under the direction and to the entire satisfaction of the **County Purchasing Agent** who shall determine all questions relating hereto. His decision on any matter pertaining to this Contract, materials or work called for hereunder shall be final, conclusive and binding upon the Contractor.

FIFTH

That the articles, merchandise or materials furnished will be delivered for use to **see above** in accordance with said specifications.

SIXTH

That the articles, merchandise or materials will be furnished and delivered ***installed* within 3 days of notification,** except, however, that where the delay is caused by the County, by fire, or by other extreme and unusual causes over which the Contractor had no control and for which the Contractor is not responsible; or caused by the combined action of workman in nowise caused by or resulting from default or collusion on the part of the Contractor; or caused by embargo, the time shall be extended for a period equivalent to the time lost by reason of such delay, caused as aforesaid.

* Time is of the essence of this contract.

SEVENTH

That this contract shall not be assigned or otherwise disposed of by the Contractor except upon written consent of the said County Purchasing Agent and should the Contractor without such previous written consent assign or otherwise attempt to dispose of this contract or of any rights therein or its power to execute said contract or any right or interest in any of the moneys to become due and this contract, to any person, firm or corporation, then this contract may be, at the option of the County, cancelled and terminated and said County shall thereupon be relieved and discharged from any and all liability and obligation arising therefrom to the Contractor or to any assignee, or transferee.

EIGHTH

That upon breach by the Contractor of any of the terms, covenants or conditions in this contract, the County shall have the right upon 10 days' notice in writing to the Contractor, by mail or otherwise as said County may choose, to declare this contract forfeited, cancelled and terminated; and all articles, merchandise or materials delivered to the County and all work done in installing same shall immediately become the property of the County. The County shall then have the right, power and authority to complete this contract, to contract for the competition thereof, with or without readvertising; and any additional cost or expense of such completion shall be charged to any paid by the Contractor or to the County upon demand.

NINTH

That except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Contractor shall defend, indemnify and hold harmless the County, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising from any negligent act or omission of the Contractor in the performance and/or failure to perform within the contract including the negligent acts or omission of any subcontractor or any direct or indirect employees of the Contractor or subcontractor.

TENTH

That the Contractor will comply with all the provisions of the laws of the State of New York and the United States of America which affect Municipalities and Municipal Contracts and more particularly the Labor Law, the General Municipal Law, the Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal and State Social Security Law, State Local and Municipal Health Laws, rules and regulations, and any and all regulations promulgated by the Commission of Labor (Industrial Commission) of the State of New York; and all amendments and additions thereto in so far as the same shall be applicable to this contract; with the same force and effects as if set forth herein at length.

ELEVENTH

That the terms, conditions, covenants and agreements of this contract shall be binding upon the heirs, executors, successors and assignees of the parties hereto.

IN WITNESS WHEREOF, The County of Westchester has caused this instrument to be executed by its Purchasing Agent, acting on behalf of said County, as authorized by law, and the Contractor has caused these presents to be signed by its duly authorized officers the day and year first above written.

THE COUNTY OF WESTCHESTER

By James J. Ferrara, Purchasing Agent

CONTRACTOR: Stephen Wardell
Print Stephen Wardell
Title President

STATE OF NEW YORK

SS.:

County of Westchester

On this _____ day of _____, before me personally came _____ to me known and known to me to be the person who executed the foregoing contract for and on behalf of THE COUNTY OF WESTCHESTER, the being by me duly sworn, did depose and say that he resides in the County of Westchester, that he is the Purchasing Agent of said County duly appointed pursuant to the provisions of Article IV, Section 24, of the Westchester County Charter, that he is authorized to act on behalf of the County of Westchester, the municipal corporation described in and which executed the foregoing instrument.

[Signature]
Witness
Westchester County

STATE OF NEW YORK

SS:

County of Jefferson

(INDIVIDUAL/PARTNERSHIP/CORPORATION) (Circle One).....

On this 24th day of August, 2015, before me personally came Stephen C Wardell to me known, and known to me to be the individual described in and who executed the foregoing contract, and he acknowledged to me that he executed the same.

Amy Larson
Notary Public
Jefferson
County

AMY E. LARSON
No. 01LA6309033
Notary Public, State of New York
Qualified in Jefferson County
My Commission Expires 09-15-2018