

# **NIAGARA FALLS WATER BOARD**

## **REQUEST FOR SEALED BIDS FOR: SEWER LINE CHEMICAL ROOT CONTROL BID #W2018-04**

Bids on items as specified herein shall be accepted by the Purchasing Division, 745 Main Street, Room 214 on behalf of the Niagara Falls Water Board ("Board") until 11:00 a.m. on May 9, 2018, and opened at that time.

All bids are subject to delivery and must comply with the delivery specifications contained herein.

If a bid is submitted on an article intended as a substitute for a grade or brand specified, the vendor shall state the grade or brand of the substitution, otherwise it will be assumed that the bid is based upon the grade or brand specified.

The Board reserves the right to accept this bid by items, or as a whole, or to reject any and all bids or waive informalities.

Bid prices are to be shown NET. Cash discounts, if any, are to be clearly stated.

Prices must be filled in mechanically or in ink on this form and placed in a **SEALED ENVELOPE CLEARLY MARKED WITH THE BID NUMBER AND THE NAME OF THE VENDOR SUBMITTING THE BID.**

Any and all bids and contracts made or awarded by the Board, or any department, agency or official thereof for work or services performed or to be performed, or goods purchased or sold or to be purchased or sold are made subject to the provisions of Chapter 861 of the Laws of New York, 1953, as amended by Chapter 751 of the Laws of New York, and as now contained or may hereafter be amended. The provisions of the New York State General Municipal Law, including Sections 103a and 103b, are applicable to this bid.

**VENDOR'S ATTENTION IS REQUESTED REGARDING THE FOLLOWING CONDITIONS AND REGULATIONS. BIDS NOT IN COMPLIANCE WITH THE CONDITIONS AND REGULATIONS CONTAINED HEREIN WILL NOT BE CONSIDERED**

### **NON-COLLUSIVE BIDDING CERTIFICATION (PURSUANT TO CHAPTER 751 OF THE LAWS OF NEW YORK, 1965)**

**By submission of this bid, the vendor certifies that:**

- 1) This bid has been independently arrived at, without collusion with any other bidder or with any competitor or potential competitor;
- 2) This bid has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other vendor, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid;
- 4) The person signing this bid certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the vendor as well as to the person signing on its behalf;
- 5) That attached hereto (if a corporate vendor) is a certified copy or resolution authorizing the execution of this certificate by the signature of this bid on behalf of the corporate bidder.

**Anti-Discriminatory Statement:**

All programs, policies, procedures, procurement opportunities and activities conducted by and through this organization, its employees, contractors and subcontractors shall be conducted without regard to age, ancestry, color, creed, citizenship (where applicable), gender, genetic information/testing, marital status, mental or physical disability, political affiliation, belief or opinion (where applicable), national origin, race, religious affiliation, belief or opinion, sex (except where age, sex, or disability involves a bonafide occupational qualification), sexual orientation (where applicable) or status as a participant in Workforce Investment Act (WIA) funded programs (where applicable). The Board encourages participation of women and minority owned business enterprises in all its procurement opportunities and has a goal of increasing participation of MWBE organizations in its procurement activities.

**VENDOR NAME:**

\_\_\_\_\_

**VENDOR ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTACT PERSON FOR QUESTIONS REGARDING BID: \_\_\_\_\_

CONTACT PERSON'S TELEPHONE NUMBER: \_\_\_\_\_

CONTACT PERSON'S EMAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

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

**MAIL BIDS TO:**

NIAGARA FALLS WATER BOARD  
C/O PURCHASING DIVISION, ROOM 214  
P.O. BOX 69  
NIAGARA FALLS, NEW YORK 14302-0069

**DELIVER BIDS TO:**

NIAGARA FALLS WATER BOARD  
C/O PURCHASING DIVISION, ROOM 214  
745 MAIN STREET  
NIAGARA FALLS, NEW YORK 14301

**BIDS SUBMITTED BY FACSIMILE OR ELECTRONIC MEANS ARE UNACCEPTABLE**

## SPECIFICATIONS AND TERMS (Page 1 of 6)

### GENERAL PROVISIONS

1. Bids will be received by the Purchasing Division on behalf of the Board at 745 Main Street, Niagara Falls, New York 14301, Room 214 for the purchase of sewer line chemical root control as described herein.
2. The initial term of this contract/agreement shall be for one (1) year from the date of award. The contract may be extended for additional one (1) year periods up to a total of four (4) additional years, with the mutual consent of the Board and the successful vendor. A two percent (2%) increase in the bid price is allowed for each additional extension period, compounding annually. All pricing must remain firm for the entire aforementioned term.
3. Following the opening of the valid submissions, the Board will conduct its due diligence. Once the due diligence investigation is completed, the Board shall either reject all bids or the lowest responsible bid will be submitted to the members of the Board for possible award via majority vote.
4. Each submission must include a bid bond or certified check payable to the "Niagara Falls Water Board" in the amount of \$1000.00. Failure to meet this requirement may result in the disqualification of your submission from consideration.
5. A performance bond will be required of the successful vendor in the amount of \$20,000.00. Said bond must be received by the Purchasing Division no later than ten (10) business days following the date of notification of award. Failure to do so may result in the award being negated.
6. Upon award of this offering, the successful vendor(s) must also submit to the Purchasing Division certificates of insurance which meet all of the requirements set forth in the attached "Niagara Falls Water Board Insurance Requirements." Said certificates of insurance must be received by the Purchasing Division no later than ten (10) business days following the date of notification of award. Failure to do so may result in the award being negated.
7. **At the time of the bid opening**, the vendor shall submit written evidence that it has obtained pollution liability coverage. This coverage shall protect the vendor, Board, Board's officers, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution. The minimum amount of such insurance shall be \$5,000,000 total loss. An "A" rated insurance company must provide the vendor's Pollution liability insurance.
8. In addition to the requirements of Paragraphs 6 and 7 above, the vendor's commercial general liability limits must be not less than \$10,000,000, total occurrence limit, and include pesticide or herbicide applicator coverage.
9. The submission of a bid shall be considered as prima-facie evidence that the vendor has familiarized itself with and understands all the conditions under which this bid offering is to be awarded, performed and administered. **No letter, stipulation, or exception submitted with a bid shall be accepted.**
10. The purpose of the project specified herein is to apply chemical root control agent to sanitary sewers, in order to kill the root growth present in the lines and inhibit regrowth, without permanently damaging the vegetation producing the roots.
11. Vendor is to quote a price per linear foot for sewer lines chemical root control as set forth herein. This price shall be inclusive of all labor, materials, equipment and other costs for each size pipe set forth on the price sheet. Unit prices are to be computed per linear foot manhole-to-manhole.

## **SPECIFICATIONS AND TERMS (Page 2 of 6)**

### **COMPOSITION OF THE CHEMICAL ROOT CONTROL MATERIAL**

12. The chemical root control agent shall be Razorooter™ II or product that is approved by the Board. The chemical root control agent shall be registered with the EPA and the New York State Department of Environmental Conservation, **prior to the bid opening**, and shall be labeled for use in sewers to control tree roots. The chemical root control agent shall contain an active ingredient for controlling sewer roots and deterring their re-growth. There shall also be a surfactant system to deliver the active ingredient (herbicide) to the target root tissue.
13. The active ingredient shall be a Category “E” compound, the most favorable rating attainable on the U.S. EPA’s chronic exposure toxicological rating scale, and shall be non-volatile in order to minimize exposure to collections system workers, treatment plant operators and homeowners through inhalation.
14. The surfactant system shall produce a dense, small bubble, clinging foam, which sustains its shape for a minimum of one hour. It shall enhance the penetration of herbicide into root masses and shall contain an Alkylpolyglucoside (formulations of vegetable oil and carbohydrate from agricultural products). Surfactants designed to foam chemically, upon contact with water, shall not be accepted.

### **SUBSTITUTES AND PROVEN EQUIVALENTS**

15. Use of any substitute or equivalent procedures, methods, or materials must be approved by the Board in writing **prior to the bid opening**.
16. Should the Vendor wish to use any brand of material other than as specified herein, he shall submit to the Board for review, complete descriptive literature naming the proposed substitution and manufacturer. Any equivalent material or methods shall comply with the requirements set forth herein.
17. Vendor shall identify the product(s) being utilized to complete work pursuant to this bid, and said product(s) must be currently registered with both the United States Environmental Protection Agency and the New York State Department of Environmental Conservation for root control in sanitary sewer lines **prior to the bid opening**.

### **MANNER OF APPLICATION**

18. All work shall be performed according to label instructions and in accordance with the best recommended practice for conditions present in the line under treatment. All applications shall be done by foaming or other methods as provided on the product label.
19. The application of material shall be performed in such a way as to contact roots within the primary main line sewer to be treated. Effort will also be made to penetrate secondary lateral sewers in order to contact roots residing in the “wye” connections. The foam shall be generated through the use of air injection equipment, and the foam shall be pumped into the sewer under pressure as foam. Foam quality shall be sufficient to penetrate “wye” connections and effectively treat large diameter pipe. Therefore, applications of chemicals designed to generate foam “chemically” on contact with water shall not be accepted.
20. The Contractor shall use a reduced-pressure-zone backflow prevention device or air gap whenever accessing fresh water for mixing chemical.

## **SPECIFICATIONS AND TERMS (Page 3 of 6)**

### **MANNER OF APPLICATION (continued)**

21. Where work is located in high-traffic areas, the Contractor shall place proper traffic warning devices to protect the specific job site and to prevent accidents or personal injury to the public.
22. Vendor shall utilize a foaming root control product (“product”) composed of two non-systemic herbicides for controlling roots in sewer lines. One herbicide shall kill existing roots and the other shall inhibit future growth. Vendor must submit proof that their chosen product has ingredients designed and labeled for both a root killer and a root inhibitor.
23. The equipment utilized by vendor in foam generation shall meet the herbicide manufacturer’s specifications, and be capable of generating the specified quantity and quality of foam as described herein. The product should not be applied directly with a hydro cleaner without the additional compressed air system to create the proper foam. Hose insertion into sewer line by manual or mechanical means will not be allowed because it does not allow the roots to be cleansed with water. If the vendor elects to use the hose insertion method, they must flush the lines using a jet truck at least two (2) hours before application. Products that foam on contact with water will not be allowed.
24. The product will be mixed with water to produce a solution, and all solutions will be at a proportion of no less than 4% product to 96% water. The solution must yield a minimum of 20 gallons of foam for each gallon of solution. A machine that assures the foam will completely fill the intended pipeline must generate the foam. The equipment and product must function so as to deposit the foam a minimum of 500 feet into the sanitary sewer lines.
25. It has been determined by the Board that the most effective method is application with a two-stage nozzle to be used on a hydraulic jet cleaner. This method allows cleansing of the root surfaces with water immediately prior to generation of foam in precise accord with product labeling and recommendations for retrieval rate suited to the line size and flow characteristics.
26. The product must be applied by use of a hydro cleaner, equipped with a factory approved crossover method or self-contained foam generating unit to jet the hose up and down to the prescribed distance. Jet washing should be utilized to remove grease and slime from roots to get optimum herbicide contact with roots. The hose must utilize a two stage nozzle with the capability to first “jet” downstream, or upstream, then foam as the hose is retrieved. During the retrieval of the hose, foam must be injected into the line with sufficient pressure so as to fill the line completely with the foam and push the foam into the sewer laterals a distance of ten (10) to fifteen (15) feet.
27. For 12-inch or larger lines with fast-flow, foam coating must be utilized by using a hydro cleaner and a specially designed nozzle to distribute foam on the roots in the upper section of the pipe, above the water line, coating roots with 3 inches of foam.
28. Use of high-pressure hydraulic jet cleaning is the preferred method of cleaning and cutting roots. It is desirable to allow such cleaning to precede the application of the product by at least six (6) weeks. Mechanical cutting of roots is not recommended, unless there is such dense root intrusion (at least 60% filled with roots) that it will constrict the flow of the foam, passage of the hose or otherwise prohibit effective access for treatment. If mechanical cutting must be used, vendor shall do so at least six (6) weeks prior to the application of the product.

## **SPECIFICATIONS AND TERMS (Page 4 of 6)**

### **MANNER OF APPLICATION (continued)**

29. Since lines on steep hillsides with fast flow cannot be foam-filled, it is recommended that those lines be bypassed for four to six hours. If these lines cannot be bypassed, they shall be foam-coated.
30. Vendor shall provide all equipment and follow proper operation and safety procedures to perform the work. For safe handling and proper mixing, a suction type loading system must be utilized. Pouring of liquid concentrate into a solution tank is prohibited. To assure maximum applicator safety, hose must be inserted into the sewer line by means of a hydraulic jetter.
31. The vendor must employ all precautions and handling requirements specified for the product.
32. Equipment must be utilized to permit complete access to all lines for application of product without requiring manhole entry.
33. Vendors are not permitted to subcontract work on this project.
34. Vendor shall keep, and provide to the Board with request(s) for payment, a complete and accurate record of all dates of treatment, sections of line treated, volume of chemical concentrate used, equipment used and any other pertinent data the Board deems applicable. This record should also note any special field conditions, access problems, unusual line conditions and/or any other flow-related issues.

### **APPLICATION AREA**

35. Following the opening of all bids, the Board shall determine the application location(s), pipe sizes and approximate quantity of linear feet and relay that information to the successful vendor. It is anticipated that multiple visits may be required based on the areas chosen and length of pipes selected for application. The minimum application amount shall be \$2,000.00 worth of linear feet per visit.

### **ASSISTANCE PROVIDED BY THE BOARD**

36. A representative of the Board will accompany the Vendor's crew, and/or sewer system drawings will be provided showing the exact locations of the pipes to be treated.
37. The Board shall provide for the entering of private lands, public lands and right-of-ways.
38. The Board shall provide a source of fresh water at a location or locations to be designated by the Board.
39. The Board shall locate and uncover hidden or buried manholes, and restore street surfaces, easements, etc.

### **QUALIFICATIONS**

40. The Vendor shall demonstrate a minimum level of five (5) years direct experience in applying chemical sewer root control agents. The Vendor must have performed at least 10 other jobs similar in size and scope to the work specified herein in the last five (5) years, and have treated in excess of 500,000 linear feet of sanitary sewer. Any work performed by subcontractors for the Vendor will not be considered.

## **SPECIFICATIONS AND TERMS (Page 5 of 6)**

### **QUALIFICATIONS (continued)**

41. The Vendor shall be licensed as a pesticide application business with the New York State Department of Environmental Conservation **prior to the bid opening**. Vendors who do not meet the experience and other qualifications specified herein shall not be considered for award of the contract. Each bidder is required to complete and submit with his bid the "Vendor's Qualification Page" attached to these specifications. Additional references, up to five (5), may be requested by the Board.
42. All work shall be performed by Certified Pesticide Applicators licensed with the New York State Department of Environmental Conservation. Certified Pesticide Applicators shall have a minimum three years experience in performing the type of work specified, and shall each have personally performed a minimum of 500,000 linear feet of treatments in the last three years as a Certified Pesticide Applicator. A Certified Pesticide Applicator License that is registered with the New York State Department of Environmental Conservation, prior to the bid, is required. License numbers for the applicator(s) and years of experience shall be submitted with the bid. Additional proof of applicator experience may be requested by the Board.

### **PAYMENT**

43. Payment to the vendor shall be made only after all work specified by the contract has been completed to the Board's satisfaction, and all reports and submittals requested by the specifications or the Board have been received by the Board.

### **COMPLIANCE WITH APPLICABLE LAWS**

44. The vendor shall ensure compliance with all Federal, State and Local ordinances pertaining to the type of work specified herein. Particular attention shall be paid to those laws and ordinances relating to transportation of material (DOT), the application of sewer root control herbicides (US EPA), and traffic safety regulations. The Vendor's Federal DOT number and material EPA registration number must be submitted with this bid.

### **PROTECTION OF THE WASTEWATER TREATMENT PLANT**

45. The Vendor shall take all steps necessary and appropriate to prevent adverse effects on wastewater treatment plant processes during the application process.
46. To protect wastewater treatment plant operations, no more than fifteen (15) gallons of product per one (1) million gallons (MGD) of flow to the treatment plant shall be applied per day.
47. Additionally, the active ingredient(s) in the product(s) shall not adversely affect wastewater treatment plant processes. In the event that the wastewater treatment plant experiences any reduction in operating efficiency during the execution of the contract, the vendor shall immediately suspend all applications, at the direction of the Board. The vendor shall continue operations only after the Board is satisfied the problems at the wastewater treatment plant have been corrected.
48. The vendor shall submit with its bid a recent study from an accredited research facility documenting the effects of the proposed product on wastewater treatment plant facilities.

## **SPECIFICATIONS AND TERMS (Page 6 of 6)**

### **PROPERTY DAMAGE CAUSED BY VENDOR**

49. Should the vendor or its employees cause any damage to public or private property, the vendor will be required to make repairs immediately at its cost. The Board may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from moneys due or to become due to vendor under this contract with the Board. The vendor shall be responsible for all property damage and for all cleanup and restoration associated with any chemical spill. The vendor shall not be responsible for any damages caused by sewer stoppages unless caused by the negligence, recklessness or carelessness of vendor or its employees.

### **GUARANTEE**

50. For each sewer section (manhole-to-manhole) that is treated under this agreement, the vendor shall guarantee the work as follows: In the event that: (1) live roots are found in the section within six (6) months after application; or (2) the section plugs up and/or floods due to tree root obstruction within a period of three (3) years after application, the vendor agrees to re-treat the section at its expense or refund 100% of the payment received to treat the section. Any re-treatments made pursuant to this section shall be guaranteed from the date of re-treatment in the same manner as outlined in this section
51. This guarantee applies to sewer stoppages caused by tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. This guarantee applies to main line sewers only. The Vendor is not responsible for any damages caused by main line sewer stoppages, regardless of cause. The decision of the Board as to the cause of a stoppage is binding upon the parties to this agreement.
52. The vendor shall return throughout the life of the guarantee, in order to evaluate the success of the project, and to arrange any free guarantee work that may arise.

### **CONTACT INFORMATION**

53. For questions regarding technical specifications or terms of this bid, please contact Foreman Michael Eagler at 716-283-9770 ext. 107.
54. For other questions regarding these specifications, please contact Purchasing Agent Douglas Janese at 716-286-4372.



## Vendor's Qualification Page

Please complete the following and submit it with your bid. Failure to complete this page in full and to provide valid, current license and insurance information, as required, may render this bid non-responsive and result in the rejection of this bid.

Vendor's Name: \_\_\_\_\_

Vendor's New York Pesticide Business License #: \_\_\_\_\_

Vendor's Federal Department of Transportation #: \_\_\_\_\_

Name of Proposed Chemical Root Control Agent: \_\_\_\_\_

US EPA Root Control Agent Registration #: \_\_\_\_\_

New York Root Control Product Registration #: \_\_\_\_\_

Does the vendor possess Pollution Liability Insurance as specified? \_\_\_\_\_

Vendor's Pollution Liability Insurance carrier: \_\_\_\_\_

List the AM Best rating for your Pollution Liability Insurance carrier: \_\_\_\_\_

Does the vendor have the minimum required experience as specified herein, which the Board can verify? \_\_\_\_\_

Has vendor enclosed the required recent study documenting the effects of the submitted product on wastewater treatment plants? \_\_\_\_\_

### **Vendor's New York Certified Pesticide Applicators**

Name: \_\_\_\_\_ Certification #: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Name: \_\_\_\_\_ Certification #: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Name: \_\_\_\_\_ Certification #: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

## Price Sheet

ITEM NUMBER	PIPE DIAMETER (in inches)	UNIT PRICE PER LINEAR FOOT
1	6	
2	8	
3	10	
4	12	
5	15	
6	18	
7	20	
8	21	
9	24	
10	27	
11	30	
12	33	
13	36	
14	40	
15	42	
16	46	
17	48	

## NIAGARA FALLS WATER BOARD INSURANCE REQUIREMENTS

**INSURANCE:** Standard Insurance Requirements apply to the following classifications:

- Construction and Maintenance
- Purchase of, or lease of merchandise or equipment
- Professional Services
- Property Leased to others or Use of Facilities or grounds
- Concessionaire Services
- Livery Services
- All Purpose Public Entity Contracts

The Provider of any of the above classifications shall obtain, at his own costs and expense, the following insurance coverage with insurance companies licensed in the State of New York with a Best Rating of at least A- and shall provide a Certificate of Insurance and binder of Insurance Coverage, or a Certificate of Insurance and Policy Endorsement as evidence of such coverage to the Niagara Falls Water Board before commencement of work and/or lease or delivery of merchandise or equipment.

Certificates should be made to the Niagara Falls Water Board, 5815 Buffalo Avenue, Niagara Falls, N.Y. and should reference the project.

Prior to non-renewal, cancellation of insurance policies, or material change, at least 30 days advance written notice shall be given to the Certificate Holder and Binder Holder.

All Certificates of Insurance, Binders of Insurance Coverage, and Endorsements shall be approved prior to the inception of any work.

Minimum coverage with limits and provisions are as follows:

A. **Comprehensive General Liability**

With a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,500,000 per occurrence and \$3,000,000 annual aggregate. The coverage shall include:

- Premises and Operations
- Products and Completed Operations
- No exclusion for X C U coverages (explosion, collapse and underground)
- Independent Contractors
- Broad Form Property Damage
- Contractual Liability
- Fire Legal Liability
- Personal Injury Liability (Coverage A, B and C)
- Liquor Liability (if alcoholic beverages are to be dispensed under NYS License)

The Niagara Falls Water Board, the Niagara Falls Public Water Authority and the City of Niagara Falls shall be named as an Additional Insureds on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the Niagara Falls Water Board or the Niagara Falls Public Water Authority for payment of any premiums or for assessments under any form of policy.

2. The insurance shall apply separately to each insured (except with respect to the limit of liability).

B. **Auto Liability:** (if licensed vehicles are to be used in the operation)

With a combined single limit for Bodily Injury and Property Damage of \$1,000,000 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designated for Liability Coverage on Business Auto Policy).

C. **Excess Umbrella Liability:**

If General Liability and/or limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.

D. **Owners Protective Liability:** (on contracts for construction which exceed a cost of \$100,000).

With a minimum limit of \$1,500,000 each occurrence and \$3,000,000 aggregate. Named insured shall be the Niagara Falls Water Board and the Niagara Falls Public Water Authority.

E. **Professional Liability:**

If the contract includes professional services (engineers, architects, etc.), contractor will carry professional liability insurance with a minimum limit of one million dollars (\$1,000,000).

F. **Property Insurance:** (if applicable)

Contractor shall purchase and maintain property insurance upon the work at or off the site to 100% of the contract completed value. This insurance shall include the interest of the Owner, Contractor and Subcontractors in the work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the work is completed and accepted by the Owner.

G. **Statutory Workers' Compensation and Employers Liability:**

All contractors doing business with or vendors entering upon Niagara Falls Water Board property shall carry the above insurance, in compliance with the Workers' Compensation Law of the State of New York.

H. **Performance and Payment Bond (where applicable):**

A performance and payment bond shall be issued by a Surety company who is licensed by the Insurance Department of the State of New York in favor of the Niagara Falls Water Board in the amount of not less than \$20,000.00 and shall be delivered before commencement of lease or assumption of operations under contract.

*Revised 5/7/2007*