




# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

September 12, 2018

To: Terrence D. McCracken, Secretary to the Authority

From: John J. Mogavero, Chemist/Chief WTPO 

Subject: Furnishing and Delivering of Caustic Soda  
(50% Solution of Sodium Hydroxide) Membrane Grade  
to the ECWA for Use in the Treatment of Water  
for the Period of November 1, 2018 through October 31, 2020  
ECWA Project No. 201800140

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The above referenced chemical purchase contract will expire October 31, 2018. A new contract was formally bid and the bids were opened on August 21, 2018. Caustic soda will be used in the water treatment process to increase pH to meet the requirements regulated under Lead and Copper Rule of Safe Drinking Water Act.

Only one bidder, JCI Jones Chemicals, Inc., submitted a bid for the above referenced contract. The total bid amount is \$975,000.00.

WMBE documents and insurance documents were received, checked, and accepted by the Director of Equal Employment Opportunity (ECWA) and Risk Manager respectively. JCI Jones Chemicals, Inc. have supplied chemicals to the Authority in the past.

The following documents are attached to process the contract award:

- Blue Authorization Form.
- Recommendation for Award of Contract Form.
- Bid Tab.

JJM:jmf  
Attachments  
cc: R.Stoll  
P.Miklos  
CHEM-158-1801-I-186

ERIE COUNTY WATER AUTHORITY  
RECOMMENDATION FOR AWARD OF CONTRACT

Contract:	Project No.: 201800140
Project Description:	Furnishing and Delivering of Caustic Soda (50% Solution) Membrane Grade to the ECWA for Use in the Treatment of Water for Two Years From November 1, 2018 through October 31, 2020.

CONTRACT AWARD	
Contractor/Supplier:	JCI Jones Chemicals, Inc.
Award Amount:	\$975,000.00

BID SUMMARY			
Date advertised for Bids	07/30/2018	Date of Bid Opening	08/21/2018
Bidder		Total Bid Amount	
JCI Jones Chemicals, Inc.		\$975,000.00	
Attachments:	<input checked="" type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Consultant's Recommendation	

BUDGET:			
<input type="checkbox"/> Capital	<input checked="" type="checkbox"/> O & M	Unit No.: 1010	Budget Item No.: 401000-640113
<input type="checkbox"/> Capital	<input checked="" type="checkbox"/> O & M	Unit No.: 1015	Budget Item No.: 401000-640213
<input type="checkbox"/> Capital	<input type="checkbox"/> O & M	Unit No.: _____	Budget Item No.: _____
<input type="checkbox"/> Capital	<input type="checkbox"/> O & M	Unit No.: _____	Budget Item No.: _____

WMBE APPROVAL (If Applicable):	
<input checked="" type="checkbox"/> Affirmative Action Officer <i>S. Fester</i>	Date: 9/10/2018

Remarks:

**BID OPENING**

**BID OPENING**

**PROJECT:**

**FURNISHING AND DELIVERING OF CAUSTIC SODA (50% SOLUTION) MEMBRANE GRADE TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER FOR TWO YEARS FROM NOVEMBER 1, 2018 THROUGH OCTOBER 31, 2020  
201800140**

**ADVERTISED SOURCE:**

NYS Contract Reporter

**DATE:**

7/30/2018

**BID OPENING:**

August 21, 2018 at 11:00 a.m.

<b>Bidders</b>	<b>Total Bid Amount</b>
JCI Jones Chemicals, Inc. 100 Sunny Sol Blvd. Caledonia, NY 14423	\$975,000.00
	Bid Bond Enclosed

M. Gil  
J. Mogavero  
L. Molina  
R. Stoll

T. Fabozzi  
L. Lester  
Central Files  
P. Riester

**ERIE COUNTY WATER AUTHORITY**

**BIDDER'S PROPOSAL**

**FOR**

**FURNISHING AND DELIVERING OF  
CAUSTIC SODA (50% SOLUTION OF SODIUM HYDROXIDE) MEMBRANE GRADE  
TO THE ERIE COUNTY WATER AUTHORITY  
FOR USE IN THE TREATMENT OF WATER  
FOR TWO YEARS FROM NOVEMBER 1, 2018 THROUGH OCTOBER 31, 2020.**

**ECWA PROJECT No. 201800140**

The Bidder agrees to perform all the following work described in the Documents for the following unit prices or lump sums. The Bidder also agrees that the unit price or lump sum price bid shall be full compensation for furnishing all labor, materials, tools, profit, and equipment necessary to perform the work as shown and specified.

NOTE: the Quantities for the unit price items are unpredictable and the OWNER has inserted certain quantities in the proposal to be used solely for purpose of comparison of bids. The Bidder will not be entitled to any adjustment in the unit price bid as a result of changes in any of these items ranging from zero to any quantity. The Bidder shall make no claims for anticipated profits, for loss of profits, or for other damages as the result of changes in the quantities purchased.

**In case of discrepancy, written unit figures shall govern.**

<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>COMPUTED TOTALS</u></b>
ITEM 1 For furnishing, delivering and unloading Freight prepaid, approximately 2000 liquid tons of caustic soda containing 50% sodium hydroxide to the STURGEON POINT WATER TREATMENT PLANT, all in accordance with the specifications, for the unit price of: <u>THREE HUNDRED NINETY</u> Dollars and <u>ZERO</u> Cents (\$390.00 /Ton) per ton liquid (2,000 pounds) of seventy-six (76) percent sodium oxide (Na <sub>2</sub> O)	2000 Liquid Tons	\$ <u>780,000.00</u>

ITEM 2 For furnishing, delivering and unloading  
Freight prepaid, approximately 500 liquid tons  
of caustic soda containing 50% sodium  
hydroxide to the JEROME D. VAN DE WATER  
TREATMENT PLANT, all in accordance  
with the specifications, for the unit price of:

THREE HUNDRED NINETY Dollars  
and ZERO Cents

(\$ 390.00 /Ton) per ton liquid (2,000 pounds) of  
seventy-six (76) percent sodium oxide (Na<sub>2</sub>O)

500 Liquid Tons \$ 195,000.00

**COMPUTED TOTAL FOR ITEM 1 AND ITEM 2:**

NINE HUNDRED SEVENTY  
FIVE THOUSAND

Dollars

and ZERO Cents

\$ 975,000.00

**ATTENTION OF THE BIDDERS IS CALLED TO THE FOLLOWING:**

SECTION 2875 & 2878 OF THE PUBLIC AUTHORITIES LAW WHICH REQUIRES A BIDDER'S CERTIFICATE OF NON-COLLUSION. SUCH CERTIFICATE IS PART OF THE BID OR PROPOSAL FORM, AND UNLESS COMPLIED WITH SUCH BID WILL NOT BE ACCEPTED.

Bidder certifies that he is not in arrears to the Erie County Water Authority or the County of Erie upon any debt or contract, nor is he a defaulter as surety or otherwise upon any obligation of the Erie County Water Authority or the County of Erie.

JCI JONES CHEMICALS, INC.  
\_\_\_\_\_  
Contracting Company  
Per: Deborah Stella  
DEBORAH STELLA  
Date: 8/14/18

(SEAL)

State Delivery (if applicable):  
\_\_\_\_\_

**ERIE COUNTY WATER AUTHORITY**

**BUFFALO, NEW YORK**

**SUPPLY CONTRACT**

**AGREEMENT**

**FURNISHING AND DELIVERING OF CAUSTIC SODA  
(50% SOLUTION OF SODIUM HYDROXIDE) MEMBRANE GRADE  
TO THE ERIE COUNTY WATER AUTHORITY  
FOR USE IN THE TREATMENT OF WATER  
FOR TWO YEARS FROM NOVEMBER 1, 2018 THROUGH OCTOBER 31, 2020.**

**ECWA PROJECT No. 201800140**

THIS AGREEMENT IS made this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, between the ERIE COUNTY WATER AUTHORITY hereinafter called the OWNER, party of the first part, and \_\_\_\_\_, hereinafter called the SUPPLIER, party of the second part.

1. **COVENANT**

The parties to this agreement, in consideration of the mutual undertakings, promises and agreements contained herein do hereby undertake, promise and agree to bind themselves and their successors and assigns to the obligations set forth herein.

2. **CONTRACT DOCUMENTS**

The Contract Documents shall consist of: the Notice To Bidders; Instructions for Bidders; the Proposal, this Agreement; the Detailed Specifications; all Appendices, Addenda and Contract Drawings, and Insurance Certificates and bonds.

3. **MATERIALS TO BE SUPPLIED**

SUPPLIER will furnish and deliver the materials described in the Specifications. SUPPLIER must transfer a good and incontrovertible title to all materials furnished hereunder, free and clear of all liens and encumbrances of whatever name and nature. Title to the material will not pass to the Authority until delivery to the site designated by the Authority.

4. **DELIVERY DATE AND EXTENSION OF TIME**

Upon receipt of an order, SUPPLIER will deliver the materials within the time specified in the Technical Specifications. No extensions of time will be granted except in writing by the OWNER, in its sole discretion. The parties agree that time is of the essence of this contract.

5. **COMPLIANCE WITH ENVIRONMENTAL LAWS**

SUPPLIER agrees to abide by all environmental laws and regulations in the sale and transport of the materials and agrees to hold the OWNER harmless for any liabilities arising therefrom.

6. **PAYMENT**

The OWNER agrees to pay the SUPPLIER the unit prices set forth in the Proposal for all Materials delivered.

The OWNER shall make payments as follows:

- (a) On not later than the fifth day of every month, the SUPPLIER shall present to the OWNER an invoice covering the total quantities that have been supplied from the start of the contract up to and including the last day of the preceding month together with such supporting evidence as may be required by the OWNER.
- (b) On not later than the 15th day of the following month after the invoice is submitted, the OWNER shall, after deducting previous payments made, pay to the Contractor 100% of the amount of the invoice.
- (c) Final payment of all monies due on the contract shall be made within thirty (30) days of completion and acceptance of the contract for the materials, supplies or equipment supplied.

7. **ACCEPTANCE AND FINAL PAYMENT**

The acceptance by the SUPPLIER of the Final Payment shall be and shall operate as a release to the OWNER of all claims and of liability, to the SUPPLIER for all things done or furnished in connection with this work, and for every act and neglect of the OWNER and other relating to or arising out of this work, if this payment be improperly delayed. No payment, however, final or otherwise, shall operate to release the SUPPLIER from his sureties from any obligations under the contract or any warranties or bonds.



8. **WARRANTY**

Notwithstanding anything to the contrary herein contained, the SUPPLIER agrees that the warranties as prescribed by the Laws of the State of New York are and will remain in effect: that this warranty and the time to exercise said warranty in effect at the time of the breach, if any, caused by any breach or by any hidden or latent defect will be as prescribed by the Laws of the State of New York. The obligations of the SUPPLIER herein are independent of any other obligations.

9. **INDEMNIFICATION**

The SUPPLIER agrees that he will indemnify and save the OWNER harmless from all claims whether direct or arising from a third party claim costs disbursements and reasonable attorneys' fees growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools and all supplies including commissary, incurred in the furtherance of the performance of this contract. The SUPPLIER shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature herein above described have been paid, discharged or waived. If the SUPPLIER fails so to do, then the OWNER may, after having served written notice on the said SUPPLIER, either pay unpaid bills, of which the OWNER has written notice, direct, or withhold from the SUPPLIER'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the SUPPLIER shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence and payment be construed to impose any obligations upon the OWNER to either the SUPPLIER or his Surety. In paying any unpaid bills of the SUPPLIER, the OWNER shall be deemed the agent of the SUPPLIER, and any payment so made by the OWNER shall be considered as a payment made under the contract by the OWNER to the SUPPLIER and the OWNER shall not be liable to the SUPPLIER for any such payments made in good faith.

10. **ROYALTIES AND PATENTS**

The SUPPLIER shall pay all royalties, fees required under patent grants, and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the OWNER and its officers, agents and representatives harmless from loss on account thereof.

11. **ASSIGNMENT AND SUBCONTRACTING**

No SUPPLIER shall assign, transfer or otherwise dispose of the within contract, or any part thereof, or any rights, title or interest thereunder, without the prior written consent of the Authority. Any such purported action without such consent shall be null and void.

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. **GROUNDS FOR RENEWAL OF CONTRACT**

If the Erie County Water Authority and SUPPLIER mutually agree to continue this Contract after the 31<sup>st</sup> day of October, 2020, 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