

19404

May 25, 2011

MEMO TO: BOARD OF ACQUISITION AND CONTRACT

FROM: THOMAS J. LAURO, P.E.
COMMISSIONER, DEPARTMENT OF ENVIRONMENTAL FACILITIES

RE: AWARD RESOLUTION
CONTRACT NO. EF-1104
GRIT REMOVAL FROM THE YONKERS JOINT, PEEKSKILL, MAMARONECK
NEW ROCHELLE, OSSINING AND PORT CHESTER WASTEWATER
TREATMENT PLANTS AND FROM THE HUTCH and NORTH YONKERS PUMP
STATIONS, WESTCHESTER COUNTY, N.Y

CONTRACTOR: TULLY ENVIRONMENTAL INC.
127-50 NORTHERN BLVD
FLUSHING, NY 11368

AMOUNT: \$850,500.00

On May 18, 2011 three (3) bids were received for Contract EF-1104, a contract for removal of the daily production of grit from the Yonkers Joint WWTP, the Peekskill WWTP, the Ossining WWTP, the Port Chester WWTP, the Mamaroneck WWTP, the New Rochelle WWTP and from the Hutch and North Yonkers Pump Stations, for the period July 1, 2011 through June 30, 2014. The Contract may be extended by mutual consent of the Contractor and the County of Westchester for one (1) additional three year term with all prices, terms and conditions remaining the same as the original contract.

The objective and/or goal of this contract is for the safe removal of all Grit separated from the wastewater at the County's various Wastewater Treatment Plants and Pump Stations and the disposal of this Grit off site at an approved disposal site. This contract is deemed to fulfill a public purpose as the service provided under this Contract promotes the public health and welfare of the residents of Westchester County by insuring proper operation of the Wastewater Treatment Plants and Pump Stations and enables the Department to carry out its basic mission to provide wastewater treatment and maintain satisfactory water quality. A chain-of-custody receipt system will record all persons and all equipment involved in removing, transporting and disposing of the County's Grit under this Contract. The Grit receipt system is being instituted to ensure the proper tracking and transferal of responsibility of all of the County's Grit that is removed, transported and disposed of under this

Contract from its removal from the County site through its acceptance at the Contractor's disposal site; it also will document removal, transport and disposal operations in compliance with law, regulations and permit authorization and support Contractor's application for payment;

The bids were reviewed by the Department and it was determined that Tully Environmental Inc. submitted the low bid in the amount of \$850,500.00 (\$945.00 per pickup).

The low bidder has been investigated and found that:

has performed satisfactory work in the past for the County.

Past experience has been investigated and found satisfactory.

Funds for this project are available in the:

Capital Budget

MNRR

Operating Budgets

It is recommended that Contract No. EF-1104 be awarded to the lowest responsible bidder, Tully Environmental Inc., in the amount of \$850,500.00, subject to appropriations.

A proposed form of Resolution is attached.

TJL/JKD/jkd
Attachment

RESOLUTION

Upon communication from The Commissioner of the Department of Environmental Facilities, be it hereby

RESOLVED: that Contract No. EF-1104 for removal of the daily production of grit from the Yonkers Joint WWTP, the Peekskill WWTP, the Ossining WWTP, the Port Chester WWTP, the Mamaroneck WWTP, the New Rochelle WWTP and from the Hutch and North Yonkers Pump Stations is awarded to the lowest responsible bidder, Tully Environmental Inc., 127-50 Northern Blvd., Flushing, NY, 11368, in the amount of \$850,500.00; (\$945.00 per pickup) for a term of three (3) years commencing on July 1, 2011 and ending June 30, 2014 with an option to extend for one (1) additional three (3) year term by mutual consent of the Contractor and the County of Westchester with all prices, terms and conditions remaining the same as the original contract, subject to the adoption of the Operating Budget; and be it further

RESOLVED: that this Agreement is subject to County appropriations; and be it further

RESOLVED: that this Agreement subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

RESOLVED: That the County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents necessary or appropriate to effectuate the purposes hereof.

Thomas J. Lauro, P.E.
Commissioner

Account to be Charged/Credited

Year	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2011	221	60	0110	4380		\$141,750.00
2012	221	60	0110	4380		\$283,500.00
2013	221	60	0110	4380		\$283,500.00

2014	221	60	0110	4380		\$141,750.00
------	-----	----	------	------	--	--------------

Budget Funding Year(s) 2011- 2014 Start Date 7/01/2011 End Date 6/30/2014
 (must match resolution)

Funding Source

Tax Dollars 100%

State Aid _____

NTE: \$850,500.00

Federal Aid _____

(must match resolution)

Other _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 06/16/2011 - JOMARY VIEIRA, SECRETARY