

Robert P. Astorino
County Executive

Department of Environmental Facilities

Thomas J. Lauro, P.E.
Commissioner

44115

TO: Board of Acquisition and Contract

FROM: Thomas J. Lauro, P.E.
Commissioner of Environmental Facilities

DATE: December 30, 2014

SUBJECT: Resolution authorizing the County of Westchester to enter into an agreement with American Aquatic Testing Inc. 890 North Graham Street, Allentown, PA 18109, a NYS DEC approved toxicity testing laboratories, for the provision of NYSDEC SPDES permit required Toxicity Testing of effluent wastewater from Blind Brook, Mamaroneck, New Rochelle, Port Chester, Peekskill, Ossining and Yonkers Joint Wastewater Treatment Plants.
Contract No. EF-1502

Transmitted herewith is a resolution requesting authority for the County of Westchester (the "County"), acting through and by its Department of Environmental Facilities (the Department") to enter into an agreement with American Aquatic Testing, Inc. to conduct testing and prepare reports as required in the NYS DEC issued SPDES Permits for Blind Brook, Mamaroneck, New Rochelle, Port Chester, Peekskill, Ossining and Yonkers Joint Wastewater Treatment Plants having a term of eighteen months commencing January 1, 2015 and ending June 30, 2016.

In accordance with the Westchester County Procurement Policy, requests for quotations were sent to five laboratories. Only three responded (please see summary of quotes in Schedule "A", attached hereto and made part hereof), which are as follows:

- | | |
|--|----------|
| 1. Aquatox Research, Syracuse, NY | \$25,420 |
| 2. American Aquatic Testing, Allentown, PA | \$34,762 |
| 3. Aquatic Toxicology, Southampton, PA | \$46,400 |

Division of Solid Waste
Wastewater Treatment
Water Agency



Approval is requested to award this professional services contract work to American Aquatic Testing for \$34,762.00 plus an additional \$5,445 for miscellaneous unexpected services as outlined in the attached Schedule A. Such unexpected services include additional trips if needed by laboratory personnel from Allentown, PA to the Yonkers Joint WWTP, additional acute or chronic toxicity tests if required, sample holding exceedance, plant sampling or laboratory errors, provide sampling services at a facility. Accordingly, total \$40,207 (\$34,762+ \$5,445) be awarded to American Aquatic testing, Allentown, PA.

American Aquatic testing is the second low bidder. Awarding the contract to American Aquatic Testing is most advantageous offer based on the following:

1. Aquatox Research Inc. of Syracuse is nearly 4 to 5 hours' drive from Yonkers. In severe weather and or bad traffic, sample analysis may not be done in timely manner. This will require resampling by plants, transported again to Yonkers, picked up again by contract laboratory at and cost range from \$990 to \$2,190 depending upon type of test. All these possible repeated efforts may cause DEF to miss the required deadline as the tests have to be completed by, in each quarter and reports done early in the quarter.
2. The lowest cost laboratory has explicitly stated in a letter that they do not take liability of any nature. This work involves collecting, transporting, analyzing, reporting and any omissions or errors are considered permit violations and subject of fines and or penalties by NYSDEC.
3. The lowest cost laboratory does not provide sampling services for each plant in case it is needed by DEF, while American Aquatic testing does provide such services if needed at an extra cost.
4. WC DEF has done such business with American Aquatic Testing Inc. in 2005 and 2010. The services provided were very professional and judged to be capable and experienced. The laboratory is experienced in dealing with much larger facilities such as NYC DEP plants.

This contract is in the public's best interest as it allows meeting permit conditions and ensures that the WWTP's are preserving the water quality of the receiving waters.

Our goal is to meet that the effluent wastewater from seven waste water treatment plants as required with the NYSDEC SPDES permit required Toxicity Testing.

Personnel from the Department of Environmental Facilities will manage and supervise the work performed by the Laboratory. Verification by DEF is for payment and tracking purposes only and in no way relieves responsibility from the Laboratory for completing the work as described herein. The Laboratory will be responsible to comply with all applicable regulations and industry standards.

As I believe this agreement to be in the best interests of the County, I most respectfully urge your Honorable Board to approve the attached resolution for testing to be provided for the terms and at the rates as stated above and as specified in the attached materials.

RESOLUTION

Contract No. EF-1502

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

RESOLVED, that County of Westchester is hereby authorized to enter into an agreement with American Aquatic Testing Inc. 890 North Graham Street, Allentown, PA 18109, for the Toxicity Testing of effluent wastewater from Blind Brook, Mamaroneck, New Rochelle, Port Chester, Peekskill, Ossining and Yonkers Joint Wastewater Treatment Plants for a period of eighteen (18) months commencing January 1, 2015 and ending June 30, 2016, for an amount not to exceed \$40,207; and be it further

RESOLVED, that this procurement is deemed to be a most advantageous procurement to the County; and be it further

RESOLVED, that this contract is subject to County appropriations; and be it further

RESOLVED, that this Agreement is also 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 an analysis of the impacts of any such State Budget on County finances. After such 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.

Account to be charged/		Fund	Dept	Major Program, Program & Phase or Unit	Object/Sub Object	Trust Account	Dollars
Credited	2015	221	60	0110	4380		\$39,117
	2016	221	60	0110	4380		\$1,090

Budget Funding Year(s): 2015-2016 Start Date: January 1, 2015 End Date: June 30, 2016

Funding Source

\$40,207
(must match resolution)

Tax Dollars: \$40,207
State Aid _____
Federal Aid _____
Other _____