

50084

December 18, 2015

TO: BOARD OF ACQUISITION AND CONTRACT

FROM: THOMAS J. LAURO, P.E.
COMMISSIONER

RE: Resolution to Award to the Low Bidder

CONTRACT NO. **EF-1514**
REMOVAL AND DISPOSAL OF SEWAGE SLUDGE FROM THE
OSSINING, PEEKSKILL, AND PORT CHESTER
WASTEWATER TREATMENT PLANTS
ALL LOCATED IN WESTCHESTER COUNTY, NEW YORK

CONTRACTOR: H. I. Stone and Son, Inc.
AMOUNT: \$8,487,180.00

On December 9, 2015, three (3) bids were received and opened for Contract No. EF-1514, a contract for one three (3) year term, commencing on March 1, 2016 and expiring February 28, 2019, for Removal and Disposal of Sewage Sludge from the Ossining, Peekskill and Port Chester Wastewater Treatment Plants (WWTP) All Located in Westchester County, New York. 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 bids were reviewed by the Department and determined that H. I. Stone and Son, Inc. submitted the low bid in the amount of \$8,487,180.00.

The low bidder has been investigated and found that:

X 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

X Operating Budgets

The objective and/or goal of this contract is for the safe removal and transportation of all Sewage Sludge separated at the County's Ossining, Peekskill and Port Chester WWTP's and disposal of this sewage sludge off site at an approved disposal site.

This contract is deemed to fulfill a public purpose as the services provided under this Contract promotes the public health and welfare by insuring proper operation of the County's WWTP's 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 Ossining, Peekskill and Port Chester WWTP's sewage sludge under this Contract. The sewage sludge receipt system ensures the proper tracking and proper transfer of responsibility of all of the Ossining, Peekskill and Port Chester WWTP's sewage sludge removal, transported and disposed of under this Contract from its removal from the Ossining, Peekskill and Port Chester WWTP's sites 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 response and work are monitored by representatives of the Department throughout the contract to make sure all applicable regulations, safety precautions and codes regarding the protection of persons and property are adhered to and that a cost-effective project is the end product.

It is recommended that Contract No. EF-1514 be awarded to the lowest responsible bidder, H. I. Stone and Son, Inc. in the amount of \$8,487,180.00 subject to appropriations.

A proposed form of Resolution is attached.

RESOLUTION

Contract No. EF-1514

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

RESOLVED, That Contract No. EF-1514 for Removal and Disposal of Sewage Sludge from the Ossining, Peekskill and Port Chester Wastewater Treatment Plants (WWTP) All Located in Westchester County, New York, is awarded to the lowest responsible bidder, H. I. Stone and Son, Inc., 313 Main Street North, Southbury, Connecticut 06488, in the amount \$8,487,180.00 for one three (3) year term, commencing on March 1, 2016 and expiring February 28, 2019; and be it further

RESOLVED, That 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; 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.

Account to be Charged/Credited

Year	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2016	221	60	0110	4380		\$2,357,550.00
2017	221	60	0110	4380		\$2,829,060.00
2018	221	60	0110	4380		\$2,829,060.00
2019	221	60	0110	4380		\$471,510.00

Budget Funding Year(s) 2016-2019 Start Date 03/1/2016 End Date 02/28/2019

(must match resolution)

Funding Source

\$8,487,180.00

(must match resolution)

TJL/MP/mp

Tax Dollars 100%

State Aid _____

Federal Aid _____

Other _____