

59192

DATE: October 02, 2017
TO: Board of Acquisition and Contract
FROM: Thomas J. Lauro, P.E.
Commissioner
RE: Contract No. **EF-1413**
Removal and Disposal of Dewatered Sewage Sludge
from the New Rochelle Water Resource Recovery Facility
located on Lefevre Lane, City of New Rochelle
Westchester County, New York

Contractor: **H. I. Stone & Son Inc.**

313 Main St North
Southbury, CT 06488

Amount: \$5,975,940.00

**Resolution to extend a contract with H. I. Stone & Son Inc., (the "Contract")
for one additional three-year term commencing March 1, 2018.**

A resolution was approved on 02/12/2015 that authorized the County authorizing award of contract EF-1413 to H. I. Stone & Son Inc ("HI Stone"), low bidder, for removal and disposal of dewatered sludge from the New Rochelle Water Resource Recovery Facility for a three-year period with an option to extend for an additional three year term upon the mutual consent of the parties.

The objective and/or goal of this contract is for the safe removal and transportation of dewatered sludge from the County's New Rochelle Water Resource Recovery Facility and the disposal of this dewatered sludge 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 the proper operation of the New Rochelle Water Resource Recovery Facility 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 dewatered sludge under this Contract. The dewatered sludge receipt system is being instituted to ensure the proper tracking and transfer of responsibility of all of the County's dewatered sludge 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 laws, regulations and permit authorization and support the Contractor's application for payment.

During the term of the original contract, HI Stone has provided satisfactory service to the County. In addition, the department has also received their agreement, in writing, to extend this contract for an additional three year period.

Accordingly, authority is also requested to exercise the County's option to extend the HI Stone contract for the additional three-year period in the amount of \$5,975,940.00 (82,200 Wet Tons @ \$72.70 per Wet Ton), as provided in the original bid document.

Approval of the attached resolution is respectfully requested.

APPROVED BOARD OF ACQUISITION & CONTRACT - 11/09/2017 - LISA MRIJAJ, SECRETARY

RESOLUTION

Upon a communication from the Commissioner of Environmental Facilities, be it hereby:

RESOLVED: the resolution dated January 20, 2015 awarding contract EF-1413 to H. I. Stone & Son Inc., (“HI Stone”), low bidder, for removal and disposal of dewatered sludge from the New Rochelle Water Resource Recovery Facility for a three-year period is hereby amended to include the extension of the Agreement by mutual consent of the Contractor and the County of Westchester for one (1) additional three year term upon the same terms and conditions; and be it further

RESOLVED: the County is authorized to extend the HI Stone Contract for one additional three-year term commencing March 1, 2018 at a cost not to exceed \$5,975,940. (82,200 Wet Tons @ \$72.70 per Wet Ton), as provided in the bid specifications and contract documents; and be it further

RESOLVED: All other terms and conditions of the HI Stone contract shall remain the same; and be it further

RESOLVED, that this contract extension is subject to annual 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 budget of the State of New York and/or the adoption of the State Budget or any amendments thereto, and after the County has a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of 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 such 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 duly authorized designee is hereby authorized to execute any and all instruments and take all actions necessary to accomplish the purpose hereof.

Account to be Charged/Credited	Major Program, Program & Phase		Object/	Trust	Dollars
	Fund	Dept	Sub Object	Account	
2018	221	60	0110	4380-99	\$1,659,983
2019	221	60	0110	4380-99	\$1,991,980
2020	221	60	0110	4380-99	\$1,991,980
2021	221	60	0110	4380-99	\$331,997

Budget Funding Year(s) 2018-2021 Start Date 03/01/2018 End Date 02/28/2021
(must match resolution)

Funding Source	Tax Dollars <u>\$5,975,940</u>
	State Aid _____
<u>NTE \$5,975,940</u>	Federal Aid _____
(must match resolution)	Other _____