

**63575**

**TO:** Board of Acquisition and Contract

**FROM:** Vincent F. Kopicki, P.E.  
Commissioner of Environmental Facilities

**DATE:** June 6, 2018

**SUBJECT:** Award Resolution to the Low Bidder  
Contract No. **EF-1801**  
Removal and Disposal of Dewatered Sewage Sludge  
from the Yonkers Joint Water Resource Recovery Facility  
located on 1 Fernbrook St, Yonkers, New York 10705  
Westchester County, New York

**Contractor:** New England Waste Services of ME, Inc.  
(d/b/a Cassella Organics)  
110 Main St, Suite 1308  
Saco, ME 04072

**Amount:** \$11,876,760.00

On May 23, 2018, five (5) bids were received and opened for Contract No. EF-1801, Removal and Disposal of Dewatered Sewage Sludge from the Yonkers Joint WRRF. for three (3) years with an option to extend for one (1) additional three 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. The contract term will be for the period July 16, 2018 through July 15, 2021.

The bids were reviewed by the Department and it was determined that New England Waste Services of ME, Inc., submitted the lowest responsible bid in the amount of \$11,876,760.00 (\$109.97 per wet tons).

Funds for this project are available in the Operating Budget. The objective of this contract is for the safe removal and transportation of dewatered sludge from the Yonkers Joint Water 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 by insuring proper operation of the Yonkers Joint WRRF 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 law, regulations and permit authorization and support Contractor's application for payment;

The low bidder has been investigated and it has been found that

- has performed satisfactory work in the past for the County.
- X Past experience has been investigated and found satisfactory.

It is recommended that Contract No. EF-1801 be awarded to New England Waste Services of ME, Inc. in the amount of \$11,876,760.00, subject to appropriations.

A proposed form of Resolution is attached.

APPROVED BOARD OF ACQUISITION & CONTRACT - 06/11/2016 USA MRIJAS SECRETARY

# RESOLUTION

## CONTRACT NO. EF-1801

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

**WHEREAS**, on May 23, 2018 five (5) bids were received and opened for Contract No. EF-1801 for removal and disposal of dewatered sludge from the Yonkers Joint WRRF, Westchester County, New York; and

**WHEREAS**, the lowest responsible bid provided by New England Waste Services of ME, Inc. (d/b/a Cassella Organics), 110 Main St, Suite 1308, Saco, ME 04072 in the amount of 11,876,760.00 complied with all bid specifications; now, therefore, be it

**RESOLVED**, That No. EF-1801 for removal and disposal of dewatered sewage sludge from the Yonkers Joint WRRF is awarded to the lowest responsible bidder, New England Waste Services of ME, Inc. (d/b/a Cassella Organics), 110 Main St, Suite 1308, Saco, ME 04072, in the amount of \$11,876,760.00 (\$109.97 per wet tons) for a term of three years commencing on July 16, 2018 through July 15, 2021, with an option to extend the contract for one additional three-year period by mutual consent of the Contractor and the County of Westchester with all pricing, terms and conditions remaining the same as the original contract; and be it further subject to the adoption of the Operating Budgets; 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	Fund	Dept	Major Program, Program & Phase or Unit	Object/Sub Object	Trust Account	Dollars
2018	221	60	0110	4380		\$1,814,505.
2019	221	60	0110	4380		\$3,958,920.
2020	221	60	0110	4380		\$3,958,920.
2021	221	60	0110	4380		\$2,144,415.

**Budget Funding Year(s) 2018-2021 Start Date 07/16/2018 End Date 07/15/2021**

**(must match resolution)**

**Funding Source**

**Tax Dollars** \_\_\_\_\_ **100%** \_\_\_\_\_

**State Aid** \_\_\_\_\_

**NTE \$11,876,760**

**Federal Aid** \_\_\_\_\_

**(must match resolution)**

**Other** \_\_\_\_\_