

81388

TO: Board of Acquisition and Contract

FROM: Vincent F. Kopicki
Commissioner of Environmental Facilities

DATE: December 10, 2020

SUBJECT: Resolution to Award to the Low Bidder
Contract No. EF-2007
Removal and disposal of Dewatered Sewage Sludge
from the New Rochelle Water Resource Recovery Facility
Located on 1 Lefevre Ln, City of New Rochelle
Westchester County, New York
Contractor: H. I. Stone & Son Inc.
Amount: \$7,340,460.00

On December 09, 2020, the County of Westchester ("County") received and opened four (4) bids for Contract No. EF-2007, for the removal and disposal of Dewatered Sewage Sludge from the County's New Rochelle Water Resource Recovery Facility, Westchester County, New York.

The bids were reviewed by the Department and it was determined that H. I. Stone & Son Inc. submitted the low bid in the amount of \$7,340,460.00 (\$89.30 per wet tons).

We noted the unit price bid by for this contract, \$89.30 per wet ton, was approximately 22.8 percent higher than the previous contract's unit price when this contract was initiated in the year 2015.

The low bidder has been investigated and found that:

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

Funds for this project are available in the:

- Capital Budget
 Non-Recurring Budget
 Operating Budget

This contract is for a term of three (3) years with one three (3) year renewal by mutual consent of the parties.

The objective of this contract is for the safe removal and transportation of dewatered sludge from the 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 by insuring 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 law, regulations and permit authorization and support Contractor's application for payment.

In summary, Contract No. EF-2007 be awarded to H. I. Stone & Son Inc. in the amount of \$7,340,460.00, subject to appropriations.

A proposed form of Resolution is attached

APPROVED BOARD OF ACQUISITION & CONTRACTS 12/10/2020 DAN COCCIARDI, SECRETARY

RESOLUTION

CONTRACT NO. EF-2007

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

WHEREAS, on December 9, 2020 four (4) bids were received and opened for Contract No. EF-2007 for removal and disposal of dewatered sludge from the New Rochelle Water Resource Recovery Facility, Westchester County, New York; and

WHEREAS, the lowest responsible bid provided by H. I. Stone & Son Inc., 313 Main St North, Southbury, CT 06488 in the amount of \$7,340,460.00 complied with all bid specifications; now, therefore, be it

RESOLVED, That No. EF-2007 for the removal and disposal of dewatered sewage sludge from the New Rochelle Water Resource Recovery Facility is awarded to the lowest responsible bidder, H. I. Stone & Son Inc., 313 Main St North Southbury, CT 06488, in the amount of \$7,340,460.00 (\$89.30 per wet tons) for a term of three years commencing on March 1, 2021 and ending February 29, 2024, 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/		Fund	Dept	Major Program, Program & Phase or Unit	Object/Sub Object	Trust Account	Dollars
Credited	2021	221	60	0110	4380		\$2,039,020.
	2022	221	60	0110	4380		\$2,446,820.
	2023	221	60	0110	4380		\$2,446,820.
	2024	221	60	0110	4380		\$407,800.

Budget Funding Year (s) 2021-2024 Start Date: 03/01/2021 End Date: 02/29/2024

Funding Source: Tax dollars 100%
 State Aid _____
 Federal Aid _____
 Other _____

\$7,340,460.00
 (Must match resolution)