

29819

October 12, 2012

To: Board of Acquisition and Contract

From: Thomas J. Lauro  
Commissioner of Environmental Facilities

Re: **Authority for the County of Westchester to amend an Agreement with Dresser, Inc. for services in connection with repairs to Process Air Blower Number 1 at the Yonkers Joint Wastewater Treatment Plant, in order to provide for additional services, to increase the not to exceed amount of the agreement by \$25,000 from \$20,000 to \$45,000, and to extend the termination date from July 22, 2012 to March 31, 2013**

By short form contract approval dated May 31, 2012, the County of Westchester (the "County") was authorized to enter into an agreement (the "Agreement") with Dresser Inc. ("Dresser") for evaluation and repair services in connection with Process Air Blower Number 1 (the "Blower") at the Yonkers Joint Wastewater Treatment Plant (the "YJWWTP"). The Agreement was subsequently executed. The technicians from Dresser identified the problem with the Blower as a bearing failure. The Blower was subsequently removed and shipped to Dresser for repairs. The work was completed and the Blower was shipped back to YJWWTP for installation.

Authority is hereby requested from your Honorable Board to amend the agreement with Dresser in order to provide for additional services, to increase the not to exceed amount of the Agreement by \$25,000 from \$20,000 to \$45,000, and to extend the termination date from July 22, 2012 to March 31, 2013. The additional services shall consist of the installation of the repaired Blower, subsequent testing of the Blower, as well as further testing and inspection of the other air process blowers at the YJWWTP in order to evaluate if any repairs or maintenance are required on those blowers. Dresser will subsequently summarize its findings and recommendations in a written report to be provided to the Department of Environmental Facilities (the "Department").

Dresser is the sole source for the provision of parts and maintenance services for the air process blowers at the YJWWTP. The air process blowers are designed with a

patented proprietary technology and Dresser is the only authorized company with the patented parts and knowledge to perform this work.

Pursuant to Section 9 of the Westchester County Procurement Policy and procedures, and after reasonable investigation, it has been determined that Dresser is the only practicable source for the provision of these services. Dresser is also the sole provider of parts that would be used in such maintenance of the air process blowers at the YJWWTP. Therefore, the procurement of parts for maintenance under this contract is not subject to public bidding under applicable case law recognizing that the sole source exception. I hereby recommend to your Honorable Board that this procurement be treated as a sole source.

The Agreement is in the public's best interest because air process blower maintenance is critical to the operation of the sewage treatment equipment and engine maintenance ensures the proper operation of the YJWWTP. During the term of the Agreement, Department employees will track and monitor Dresser's work. 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.

Accordingly, your favorable action on the annexed Resolution is most respectfully urged and recommended.

TJL/jpi

APPROVED BOARD OF ACQUISITION & CONTRACTS - 10/18/2019 - COUNTY CLERK SECRETARY

## RESOLUTION

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

**RESOLVED**, the County is hereby authorized to amend the agreement with Dresser, Inc. for services in connection with repairs to Air Process Blowers at the Yonkers Joint Wastewater Treatment Plant, in order to provide for additional services, to increase the not to exceed amount of the agreement by \$25,000 from \$20,000 to \$45,000, and to extend the termination date from July 22, 2012 to March 31, 2013; and be it further

**RESOLVED**, that all other terms and conditions of the Agreement shall remain unchanged; and be it further

**RESOLVED**, that this procurement is deemed to be a sole source procurement; and be it further

**RESOLVED**, that this Agreement 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 Firm, then the Firm 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 such documents and take such actions as may be necessary and appropriate to effectuate the purposes hereof.

Original Agreement \$20,000.00  
 First Amendment: \$25,000.00  
 TOTAL \$45,000.00

Account to be  
 Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
221	60	0110:0141	4200		\$25,000

Budget Funding Year(s) 2012-2013 Start Date 7/22/12 End Date 3/31/2013  
 (must match resolution)

Funding Source Tax Dollars 100%  
 State Aid \_\_\_\_\_  
**\$ 25,000** Federal Aid \_\_\_\_\_  
 (must match resolution) Other \_\_\_\_\_

APPROVED BOARD OF ACQUISITION & CONTRACTS 10/18/2012 JOMARY VIEIRA, SECRETARY