

Robert P. Astorino  
County Executive

Department of Environmental Facilities

Thomas J. Lauro, P.E.  
Commissioner

**44260**

**TO:** Board of Acquisition and Contract

**FROM:** Thomas J. Lauro, P.E.  
Commissioner of Environmental Facilities

**DATE:** January 14, 2015

**SUBJECT:** Resolution authorizing the County of Westchester to enter into an agreement with Analytical Services, Inc.; 130 Allen Brook Lane, Williston, VT 05495; a USEPA approved cryptosporidium testing laboratory for County Water District No. 1/ Contract No. EF-1503

Transmitted herewith is a resolution requesting authority for the County of Westchester (the "County"), acting through and by its Department of Environmental Facilities (the "Department") to enter into an agreement with Analytical Services, Inc. to conduct cryptosporidium testing and prepare reports. This contract will be used to provide cryptosporidium testing as required by the USEPA's Long Term 2 Surface Water Treatment Rule (LT2SWTR) – Round 2 monitoring. The term of the contract shall commence February 1, 2015 and end June 30, 2018.

In accordance with the Westchester County Procurement Policy, requests for quotations were sent to three laboratories. A summary of quotes received are as follows:

- |  |                   |
|--|-------------------|
| 1. Analytical Services, Inc, Williston, VT | \$68,855.00       |
| 2. EMSL Analytical, Inc., Cinnaminson, NJ  | \$69,000.00       |
| 3. Environmental Associates, Ithaca, NY    | Declined to quote |

Approval is requested to award this professional services contract work to Analytical Services, Inc, for \$68,855.00.

Division of Solid Waste  
Wastewater Treatment  
Water Agency

270 North Avenue  
New Rochelle, New York 10801  
westchestergov.com

Telephone: (914) 813-5400

Fax: (914) 813-5460

Website:



This contract is in the public's best interest as it allows the County to meet a requirement of the LT2SWTR – Round 2 monitoring requirements and ensures that Water District No. 1 is providing safe drinking water to the district members.

Our goal is to meet USEPA's Long Term 2 Surface Water Treatment Rule (LT2SWTR) – Round 2 monitoring requirements and ensures that Water District No. 1 is providing safe drinking water to the district members.

Personnel from the Department of Environmental Facilities will manage and supervise the work performed by the Laboratory. Verification by DEF is for payment and tracking purposes only and in no way relieves responsibility from the Laboratory for completing the work as described herein. The Laboratory will be responsible to comply with all applicable regulations and industry standards.

As I believe this agreement to be in the best interests of the County, I respectfully request your Honorable Board to approve the attached resolution for testing to be provided for the terms and at the rates as stated above and as specified in the attached materials.

APPROVED BOARD OF ACQUISITION & CONTRACT 01/22/2015 JIMMY VIERA SECRETARY

# RESOLUTION

Contract No. EF-1503

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

**RESOLVED**, that County of Westchester is hereby authorized to enter into an agreement with Analytical Services, Inc.; 130 Allen Brook Lane, Williston, VT 05495 to provide Cryptosporidium analysis of the County drinking water in accordance with the Environmental Protection Agency's Long Term 2 Surface Water Treatment Rule (LT2SWTR) commencing February 1, 2015 and end June 30, 2018, for an amount not to exceed \$68,855

**RESOLVED**, that this procurement is deemed to be a most advantageous procurement to the County; and be it further

**RESOLVED**, that this contract 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 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	2015	221	60	0110	4380		\$18,473
	2016	221	60	0110	4380		\$20,153
	2017	221	60	0110	4380		\$20,153
	2018	221	60	0110	4380		\$10,076

Budget Funding Year(s): 2015-2018 Start Date: February 1, 2015 End Date: June 30, 2018

Funding Source

**\$68,855**

(must match resolution)

Tax Dollars: \$68,855

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

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

Other \_\_\_\_\_